

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO PIGGYBACK THE STATE OF FLORIDA CONTRACT NO: 44000000-NASPO-19-ACS WITH KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC, AND TO ISSUE LEASES OR PURCHASE ORDERS FOR THE LEASE OF COPIERS FOR COUNTY DEPARTMENTS.

RECITALS

WHEREAS, on November 17, 2020, the Board authorized the piggyback of US Communities Omnia Partners Contract No: 4400003732 with Copy Fax, Inc (Ricoh) for the lease of copiers, supplies, and maintenance services. The piggybacked contract has since expired, and the new contract pricing for the lease of copiers is much higher than the current lease pricing; and

WHEREAS, County Staff reviewed available pricing from two (2) other contractors under cooperative contracts, and found that based upon the nineteen (19) copiers that must be leased this year, Konica Minolta Business Solutions U.S.A., Inc provides the lowest lease pricing as well as the lowest pricing for black and white and color copies, demonstrating a potential cost savings of \$27,009.66 in year one; and

WHEREAS, the County Purchasing Policy allows for piggyback of cooperative agreements that have been appropriately procured and contain the terms and conditions that are required and/or beneficial for the County; and

WHEREAS, the leases entered into under the Contract will be funded by various County Departments;

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the Contract and finds that entering into the Contract serves a public purpose.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to piggyback the State of Florida Contract No: 44000000-NASPO-19-ACS, for the duration of the contract.

Section 3. The County Administrator, or designee, is further authorized to issue leases and/or purchase orders, as appropriate for the lease of copiers as the current leases expire, for the various County Departments.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 6th day of June, 2023.

Rendition Date JUN 06 2023

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: [Signature]
Christian Whitehurst, Chair

ATTEST: Brandon J. Patty, Clerk of Court &

Comptroller By: [Signature]
Deputy Clerk





CONTRACT AMENDMENT NO. 2 - Renewal
Contract No. 44000000-NASPO-19-ACS
Contract Name: Copiers and Managed Print Services

This Contract Amendment to Contract No. 44000000-NASPO-19-ACS ("ACS") is made by the State of Florida, Department of Management Services ("Department") and Konica Mintola Business Solutions U.S.A., Inc. ("Contractor"), with its principal place of business located at 1595 Spring Hill Road, Suite 410, Vienna, VA, 22182, collectively referred to herein as the "Parties."

WHEREAS, the ACS was entered into by both Parties and became effective on February 25, 2020, to continue through December 31, 2021, for the provision of Copiers and Managed Print Services, pursuant to State of Colorado Master Agreement No. 140597;

WHEREAS, the State of Colorado Master Agreement No. 140597 was renewed for one (1) year through December 31, 2022;

WHEREAS, the ACS was renewed by Amendment 1 for a period of one (1) year effective January 1, 2022, with a new expiration date of December 31, 2022;

WHEREAS, the State of Colorado Master Agreement No. 140597 was renewed through July 31, 2024;

WHEREAS, the Parties agreed that the ACS may be amended by written mutual agreement as provided in subsection 6.9, Modification and Severability, of the Special Contract Conditions incorporated into this ACS in Exhibit B; and

WHEREAS, the Parties agreed that the ACS may be renewed by written mutual agreement as provided in subsections 3(b), Renewal, of the Participating Addendum and 2.2, Renewal, of the Special Contract Conditions of the ACS.

ACCORDINGLY, and in consideration of the mutual promises contained in the Contract documents, the Parties agree as follows:

I. ACS Renewal. The ACS is hereby renewed for a period of nineteen (19) months effective January 1, 2023, with a new expiration date of July 31, 2024, pursuant to the same terms and conditions, except as amended herein.

II. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

III. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect. This Amendment is effective when signed by both Parties.



CONTRACT AMENDMENT NO. 2 - Renewal
Contract No. 44000000-NASPO-19-ACS
Contract Name: Copiers and Managed Print Services

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives.

State of Florida:
Department of Management Services

DocuSigned by:
Pedro Allende
By: _____
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Name: Pedro Allende
Title: Secretary
Date: 12/21/2022 | 12:58 PM EST

Contractor:
Konica Minolta Business Solutions U.S.A.,
Inc.

DocuSigned by:
Kristen McKenna
By: _____
6AA1B4B0F9EC48B...

Name: Kristen McKenna
Title: Director, Government Contracts
Date: 12/13/2022 | 10:22 AM EST



AMENDMENT NO.: 1 - Renewal
Alternate Contract Source No.: 44000000-NASPO-19-ACS
Contract Title: Copiers and Managed Print Services

This Amendment ("Amendment"), effective upon signature of both Parties, to the Copiers and Managed Print Services Contract No. 44000000-NASPO-19-ACS ("ACS" or "Contract"), is made by and between the State of Florida, Department of Management Services ("Department") and Konica Minolta Business Solutions U.S.A., Inc. ("Contractor") collectively referred to herein as the "Parties." All capitalized terms used herein have the meaning assigned to them in the ACS unless otherwise defined herein.

WHEREAS, the ACS was entered into by both Parties and became effective on February 25, 2020, to continue through December 31, 2021, for the provision of Copiers and Managed Print Services, pursuant to State of Colorado Master Agreement No. 140597;

WHEREAS, the State of Colorado Master Agreement No. 140597 was renewed for one (1) year through December 31, 2022;

WHEREAS, the Parties agreed that the ACS may be amended by written mutual agreement as provided in subsection 6.9, Modification and Severability, of the Special Contract Conditions incorporated into this ACS in Exhibit B; and

WHEREAS, the Parties agreed that the ACS may be renewed by written mutual agreement as provided in subsections 3(b), Renewal, of the Participating Addendum and 2.2, Renewal, of the Special Contract Conditions of the ACS.

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt, and sufficiency of which are hereby acknowledged, the Parties agree to the following:

I. ACS Amendment. Exhibit A, Additional Special Contract Conditions, is hereby deleted in its entirety and replaced with the attached Exhibit A, Additional Special Contract Conditions, which is incorporated into the ACS by reference herein.

II. ACS Renewal. The ACS is hereby renewed for a period of one (1) year effective January 1, 2022, with a new expiration date of December 31, 2022, under the same terms and conditions, except as amended herein.

III. Warranty of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

IV. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the ACS, the terms of this Amendment shall control.

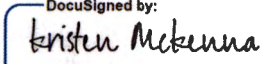
V. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the ACS, as previously amended, shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives.

State of Florida:
Department of Management Services

Contractor:
Konica Minolta Business Solutions U.S.A., Inc.

By: _____
Name: J. Todd Inman
Title: Secretary

By:  _____
Name: Kristen McKenna
Title: Director, Government Contracts


Date:

Date: 12/3/2021 | 9:35 AM EST

V. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the ACS, as previously amended, shall continue in full force and effect.

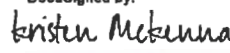
IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives.

State of Florida:
Department of Management Services

By: 
Name: J. Todd Inman
Title: Secretary

Date: 12/14/2021

Contractor:
Konica Minolta Business Solutions U.S.A., Inc.

DocuSigned by:

By: _____
Name: Kristen McKenna
Title: Director, Government Contracts

Date: 12/3/2021 | 9:35 AM EST



ADDITIONAL SPECIAL CONTRACT CONDITIONS

The Contractor and agencies, as defined in section 287.012, Florida Statutes acknowledge and agree to be bound by the terms and conditions of the Master Contract except as otherwise specified in the Contract, which includes the Special Contract Conditions and these Additional Special Contract Conditions.

- A. **Product Offerings:** The Contractor is authorized to provide Products as referenced in Section 4 of the State of Florida Participating Addenda. Any Product Offerings not listed are not approved.
- B. **Service Offerings:** The Contractor is authorized to provide Services as referenced in Section 5 of the State of Florida Participating Addenda.
- C. **Price List:** The Contractor's price list will be the same as the NASPO ValuePoint price list, and the Department will post a link on the Department's website to the price list posted on the NASPO ValuePoint website.
- D. **Orders:** Contractor must be able to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders. Any Order placed by a Customer for a Product and/or Service available from this Participating Addendum shall be deemed to be a sale under and governed by the terms and conditions of the Participating Addendum. To the extent the Customer and the Contractor agree on additional terms, the terms will be documented on the Customer Order, and signed by both parties.
- E. **Contractor and Subcontractors, Affiliates, Partners, Resellers, Distributors, and Dealers:** By execution of a Contract, the Contractor acknowledges that it will not be released of its contractual obligations to the Department or state agencies because of any failure of an affiliate, partner, subcontractor, reseller, distributor, or dealer. The Contractor is responsible for ensuring that its affiliates, partners, subcontractors, resellers, distributors, and dealers providing commodities and performing services in furtherance of the Contract do so in compliance with the terms and conditions of the Contract. The Contractor is fully responsible for satisfactory completion of all work performed under the Contract.
- F. **Purchase Prerequisites:** Contractor must ensure that entities receiving payment directly from Customers under this Contract must have met the following requirements:
 - Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
 - Be registered in the MFMP Vendor Information Portal (<https://vendor.myfloridamarketplace.com>).
 - Have a current W-9 filed with the Florida Department of Financial Services (<https://flvendor.myfloridacfo.com>)

G. Punchout Catalog and Electronic Invoicing.

The Contractor is encouraged to provide a MFMP punchout catalog. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded under the Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

Through utilization of the punchout catalog model, a Florida buyer will "punch out" to a supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier's punchout catalog site, and the shopping cart (full of Products) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:

1) EDI (Electronic Data Interchange)

This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.

2) PO Flip via AN

This online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

H. 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 Customer.

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 Customer will not be considered inaccurate.

The Customer 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.

- J. 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:

Interactive White boards;
Computers, monitors, or other related items;
Fax machines;
Overhead Projectors; and
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 Customer 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.

- I. Software: Customers that acquire software shall be subject to the license agreements distributed with such software. Software subscriptions shall not be subject to automatic renewals. Customers 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 Customer.
- J. Lease Early Termination Charges: Except in the case of non-appropriation of funds, Straight Leases shall be subject to an early termination charge and shall involve the return of the Equipment (in good working condition; ordinary wear and tear excepted) by the Purchasing Entity to the Contractor. With respect to the Equipment, the termination charge shall not exceed the balance of remaining Equipment Payments (including any current and past due amounts), and with respect to Service or maintenance obligations, the termination charge shall not exceed four (4) months of the Service and Supply base charge or twenty-five percent (25%) of the remaining Maintenance Agreement term, whichever is less.
- K. Contract Reporting: The Contractor shall provide the Department the following accurate and complete reports associated with this Contract.

- 1) Contract Quarterly Sales Reports. The Contractor shall submit complete Quarterly Sales Reports to the Department's Contract Manager within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

Reports must be submitted in MS Excel using the DMS Quarterly Sales Report Format, which can be accessed at https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/quarterly_sales_report_format. Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department's Contract Manager. If no orders are received during the quarter, the Contractor must email the DMS Contract Manager confirming there was no activity.

- 2) Certified and Minority Business Enterprises Reports. Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Federal Employer Identification Number of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.
- 3) Ad Hoc Sales Reports. The Department may require additional Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.
- 4) MFMP Transaction Fee Reports. The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting. Assistance with transaction fee reporting is also available by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

- L. Financial Consequences: The Department reserves the right to impose financial consequences when the Contractor fails to comply with the requirements of the Contract. The following financial consequences will apply for the Contractor's non-performance under the Contract. The Customer and the Contractor may agree to add additional Financial Consequences on an as-needed basis beyond those stated herein to apply to that Customer's resultant contract or purchase order. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Contract termination or nonrenewal, when the Contractor has failed to comply with the provisions of the Contract. The Contractor and the Department agree that financial consequences for non-performance are an estimate of damages which are difficult to ascertain and are not penalties.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures

over each target period beginning with the first full month or quarter of the Contract performance and every month or quarter, respectively, thereafter.

Financial Consequences Chart

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance /Not Received by the Contract Manager
Quarterly Sales Reports	All Quarterly Sales Reports will be submitted timely with the required information	Completed reports are due on or before the 30 th calendar day after the close of each State fiscal quarter	\$250 per day late
Monthly MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Completed reports are due on or before the 15 th calendar day after the end of each month	\$100 per day late

No favorable action will be considered when Contractor has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that is required under this Contract.

- M. Business Review Meetings: Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:
 - a. Contract compliance
 - b. Contract savings (in dollar amount and cost avoidance)
 - c. Spend reports by Customer
 - d. Recommendations for improved compliance and performance

- N. Special Contract Conditions revisions: the corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities

or contractual services will be assessed a one percent transaction fee or less, or an increased fee as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law.

Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.

The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.

In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract.

7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and reasonable attorney's fees, arising from or relating to any third party claims that the equipment and/or products leased or purchased under this agreement ("Products") violate or infringe a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. Notwithstanding the foregoing, Contractor shall have no liability for any claims which are attributable to: (a) any modification or alteration of the Products made by any party other than Contractor; or (b) any combination of the Products with or any use of the Products with other products, parts, accessories or consumables manufactured by any party other than Contractor; or (c) specifications, designs, standards or instructions provided to Contractor by Customer; or (d) any other cause or reason not attributable to Contractor The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting as a condition of this indemnification, the Customer may will provide the Contractor (1) prompt written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such

action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State. Notwithstanding any other provision of the Contract, Contractor's total liability to the State arising out of this Contract or the products or services provided thereunder, regardless of the legal theory upon which such liability may be based, shall not exceed the greater of \$250,000 or in the aggregate one and one-half (1.5) times the total payments made by the State to Contractor for the products or services in question in the twelve (12) months immediately preceding the first occurrence of the event giving rise to such liability.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.

(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

9 Data Security.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department without undue delay. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Department acknowledges the Contractor's need to maintain Contractor's ISO 27001 certification or comparable security certifications and clearances. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

11.3.2 Liquidated Damages.

The Contractor acknowledges that delayed performance will damage the Department Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in Section L of the Additional Special Contract conditions will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and

claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Department acknowledges the Contractor's need to maintain Contractor's ISO 27001 certification or comparable certifications or clearances. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

13.2 E-Verify.

The Contractor and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. The Department will promptly notify the Contractor and order the immediate termination of the contract between the Contractor and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

O. Special Contract Conditions additions: the following subsection is added to the Special Contract Conditions:

12.3 Document Inspection.

In accordance with section 216.1366, F.S., the Department or a state agency is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department or state agency determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department or a state agency within 10 Business Days after the request is made.

SPECIAL CONTRACT CONDITIONS Exhibit B

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

11.3.2 Liquidated Damages.

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

NASPO ValuePoint
PARTICIPATING ADDENDUM
STATE OF FLORIDA

COPIERS AND MANAGED PRINT SERVICES

Led by the State of Colorado

Master Agreement #: **140597**

Contractor: **Konica Minolta Business Solutions U.S.A., Inc.**

Participating State: State of Florida, Agreement No. 44000000-NASPO-19-ACS

1. Scope: This Addendum covers the NASPO ValuePoint Master Agreement for Copiers and Managed Print Services led by the State of Colorado, for use by state agencies and other entities located in the State of Florida and authorized by that state's statutes to utilize state contracts with the prior approval of the state's Chief Procurement Officer.

2. Order of Precedence:

- a) This Participating Addendum and all Amendments;
- b) State of Florida Exhibit A Additional Special Contract Conditions;
- c) State of Florida Exhibit B Special Contract Conditions;
- d) NASPO ValuePoint Master Agreement Terms & Conditions, including all Exhibits;
- e) An Order issued against the Master Agreement;
- f) The Solicitation, RFP-NP-18-001, Copiers and Managed Print Services;
- g) The Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State; and
- h) The Contractor's Supplemental Documents, including all Attachments.

3. Term of the Participating Addendum:

- a) **Initial Term:** The initial term of this Participating Addendum will become effective on the last date the document is signed by all Parties, whichever is later, and shall be effective through December 31, 2021, unless terminated earlier, in accordance with the Special Contract Conditions.
- b) **Renewal:** Upon agreement of the Parties, the Department and the Contractor may renew this Participating Addendum in accordance with section 287.057(13), Florida Statutes, and Rule 60A-1.048, Florida Administrative Code. Renewals must be in writing and are subject to the same term, conditions, and modifications set forth in this Participating Addendum. The Contractor and Purchasing Entities may negotiate renewal term pricing, which shall not exceed the pricing provided during the initial term as set forth in the Master Agreement.

4. Product Offerings: The Contractor is authorized to provide the Products listed below:

- **Group A – MFD, A3**
- **Group B – MFD, A4**
- **Group C – Production Equipment**

NASPO ValuePoint
PARTICIPATING ADDENDUM
STATE OF FLORIDA

COPIERS AND MANAGED PRINT SERVICES

Led by the State of Colorado

- **Group D – Single-function Printers**
- **Group E – Large/Wide Format Equipment**
- **Group F – Scanners**
- **Managed Print Services (MPS)**
- **Software**

5. **Service Offerings:** The Contractor is authorized to provide Services listed below:

- **Managed Print Services – Attachment F (Konica Sample MPS Statement of Work)**, of the Master Agreement, provides a framework for any ensuing MPS engagement. Prior to any commencement, all MPS engagements must be agreed to and signed by both Customer and Contractor.
- **Maintenance Agreements:**
 - Automatic renewals are not permitted.
 - Contractor shall have the ability to blend the Service and Supply costs over a large Equipment fleet.
 - **Manual Meter Reads** - As part of its Services, Contractor may, at its discretion and dependent upon device capabilities, provide electronic remote meter reading and equipment monitoring. This may allow for automated meter reading and submission, automatic placement of low toner alerts, automatic placement of service calls in the event of a critical Product failure and may enable firmware upgrades.
 - **Customer-Owned Equipment** - Customers may elect to enter into a Maintenance Agreement for Equipment they already own, or Equipment they acquire through an up-front purchase. The Maintenance Agreement may be priced on a flat rate fee, which shall include parts, labor, Preventative Maintenance (if applicable) and Service calls. Supplies may or may not be included. The Maintenance Agreement shall not be subject to automatic renewals.
 - **Lease Equipment** - Contractor shall be required to provide a Maintenance Agreement on all Equipment that is leased by a Customer. The Maintenance Agreement shall be priced based on a cost per click rate, or a monthly base charge.

Participating State or Entity must check one of the boxes below. These modifications or additions apply only to actions and relationships within the State of Florida. A Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to its contractual relationship with the Contractor under the Terms and Conditions of the State of Colorado NASPO ValuePoint Master Agreement.

[] No changes to the terms and conditions of the Master Agreement are required.

NASPO ValuePoint
PARTICIPATING ADDENDUM
STATE OF FLORIDA

COPIERS AND MANAGED PRINT SERVICES
 Led by the State of Colorado

[] The following changes are modifying or supplementing the Master Agreement terms and conditions:

- Exhibit A – Additional Special Contract Conditions
- Exhibit B – Special Contract Conditions

- 6. Master Price Agreement Number:** All purchase orders issued by Purchasing Entities within the jurisdiction of this Participating Addendum shall include the NASPO ValuePoint Master Agreement number: **140597**
- 7. Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name	Kristen McKenna
Address	100 Williams Drive, Ramsey, NJ 07446
Telephone	703.563.5131
E-mail	kmckenna@kmb.konicaminolta.us

Participating Entity

Name	Christia Nunnery
Address	4050 Esplanade Way, Tallahassee, FL 32399-0950
Telephone	850.488.8367
E-mail	Christia.Nunnery@dms.myflorida.com

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

Participating State: Florida	Contractor: Konica Minolta Business Solutions U.S.A., Inc.
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:



COPIERS AND MANAGED PRINT SERVICES

Led by the State of Colorado

[] The following changes are modifying or supplementing the Master Agreement terms and conditions:

- Exhibit A – Additional Special Contract Conditions
- Exhibit B – Special Contract Conditions

6. Master Price Agreement Number: All purchase orders issued by Purchasing Entities within the jurisdiction of this Participating Addendum shall include the NASPO ValuePoint Master Agreement number: **140597**

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

Contractor

Name	Kristen McKenna
Address	100 Williams Drive, Ramsey, NJ 07446
Telephone	703.563.5131
E-mail	kmckenna@kmbs.konicaminolta.us

Participating Entity

Name	Christia Nunnery
Address	4050 Esplanade Way, Tallahassee, FL 32399-0950
Telephone	850.488.8367
E-mail	Christia.Nunnery@dms.myflorida.com

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

Participating State: Florida	Contractor: Konica Minolta Business Solutions U.S.A., Inc.
By: <i>Tami Fillyaw</i>	By: <i>Kristen McKenna</i>
Name: <i>Tami Fillyaw</i>	Name: Kristen McKenna
Title: <i>Chief of Staff</i>	Title: State Contract Manager
Date: <i>2/25/2020</i>	Date: <i>2/25/2020</i>

NASPO ValuePoint
PARTICIPATING ADDENDUM
STATE OF FLORIDA

COPIERS AND MANAGED PRINT SERVICES
Led by the State of Colorado

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 to post in appropriate data bases]



ADDITIONAL SPECIAL CONTRACT CONDITIONS Exhibit A

The following changes are modifying or supplementing the Master Agreement terms and conditions. (These modifications or additions apply only to actions and relationships within the Participating Addendum.)

Upon execution of the Participating Addendum, Customers may purchase products and services under contract using the State of Florida Alternate Contract Source Number 44000000-NASPO-19-ACS.

Customers acknowledge and agree to be bound by the terms and conditions of the Master Agreement except as otherwise specified in this document.

- A. Contractor acknowledges that Participating State is an agency of the State of Florida and mandated by the State of Florida that every contract must include the list of terms and conditions stated in the Additional Special Contract Conditions and Special Contract Conditions.
 - a. Vendor Registration: In order to complete any transaction between an Individual Customer and the Contractor, the Contractor must be registered in [MyFloridaMarketPlace](#).
 - b. Purchases: In order to procure products and services hereunder, Customers shall issue purchase orders or use a purchasing card which shall reference Florida Alternate Contract Source Number 44000000-NASPO-19-ACS. Customers are responsible for reviewing the terms and conditions of this PA including all Exhibits.
 - c. Additional Customer Terms: If any additional ordinance, rule, or other local governmental authority requires additional contract language before a Customer can make a purchase under this PA, the Customer is responsible for entering a separate agreement with the Contractor and capturing that additional contract language therein.
 - d. The State of Florida's performance and obligation to pay under this PA is contingent upon an annual appropriation by the Legislature. The vendor shall comply with section 11.062, Florida Statutes and section 216.347, Florida Statutes, prohibiting use of funds to lobby the Legislature, Judicial, or state agencies.
- B. Product Offerings: The Contractor is authorized to provide Products as referenced in Section 4 of the State of Florida Participating Addenda. Any Product Offerings not listed are not approved.
- C. Service Offerings: The Contractor is authorized to provide Services as referenced in Section 5 of the State of Florida Participating Addenda.

- D. **Employment Eligibility Verification:** The language of Subsection 13.2 of the Special Contract Conditions regarding E-Verify shall apply to resellers as well as other subcontractors.
- E. **Price List/Preferred Price:** The Contractor's price list will be the same as the NASPO ValuePoint price list, and the Department will post a link on the Department's website to the price list posted on the NASPO ValuePoint website. Contractors are encouraged to provide special pricing and/or tiered discount rates applicable to State of Florida Customers wherever possible.
- F. **Orders:** Any Order placed by a Customer for a Product and/or Service available from this Participating Addendum shall be deemed to be a sale under and governed by the terms and conditions of the Participating Addendum. To the extent the Customer and the Contractor agree on additional terms, the terms will be documented on the Customer Order, and signed by both parties.
- G. **Contractor must be able to accept purchase orders via fax, e-mail, or the MyFloridaMarketPlace (MFMP).**
- H. **Electronic Invoicing:** The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:
 - a. **EDI (Electronic Data Interchange)**
This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.
 - b. **PO Flip via AN**
The online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their Inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a state contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within the system the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the contract.

The Contractor will work with the MFMP management team to obtain specific requirements for the electronic invoicing if needed.

- I. **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 Customer.

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 Customer will not be considered inaccurate.

The Customer 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.

- J. 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:

Interactive White boards;
Computers, monitors, or other related items;
Fax machines;
Overhead Projectors; and
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 Customer 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.

- K. Software: Customers that acquire software shall be subject to the license agreements distributed with such software. Software subscriptions shall not be subject to automatic renewals. Customers 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 Customer.
- L. Contract Reporting: The Contractor shall report information on orders received from Customers associated with this PA.

The Contractor shall submit reports in accordance with the following schedule:

Report	Period Covered	Due Dates
MFMP Transaction Report	Calendar month	15th calendar day of the month following the receipt of payment for the vendor's good or services.
Contract Quarterly Sales Report	State's Fiscal Quarter	15 calendar days after close of the period

No favorable action will be considered for any contractor who has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation, to include fees / monies that is required under this Contract.

- a. **Contract Quarterly Sales Report:** The Contractor agrees to submit a Quarterly Sales Report to the Department's Contract Manager within 15 calendar days after the close of each State Fiscal quarter.

Quarterly reporting timeframes coincide with the State Fiscal Year as follows:

- Quarter 1 - (July-September) – due 15 calendar days after close of the period
- Quarter 2 - (October-December) – due 15 calendar days after close of the period
- Quarter 3 - (January-March) – due 15 calendar days after close of the period
- Quarter 4 - (April-June) – due 15 calendar days after close of the period

Quarterly Reporting periods should coincide with the PA term and begin the quarter following PA execution. Reports must be submitted in MS Excel format and can be retrieved by accessing the following link at [FL DMS Quarterly Sales Report Form](#). The report will include all sales (orders) from Customers received (associated with this PA) during the period. Initiation and submission of the Quarterly Report is the responsibility of the Contractor without prompting or notification from the Department's Contract Manager. If no orders are received during the period, the Contractor must submit a report stating that there was no activity. If the Contractor fails to submit two consecutive quarterly sales reports, this PA may be terminated for convenience or the Department may choose to not renew the PA.

In addition, the Department may require additional sales information such as copies of purchase orders, or ad hoc sales reports. The Contractor shall submit these specific ad hoc requests within the specified amount of time as requested by the Department.

- b. **MFMP Transaction Fee Report:** The Contractor is required to submit monthly Transaction Fee Reports in the Department's electronic format. Reports are due 15 calendar days after the end of the reporting period. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and Vendor training presentations available online at the Transaction Fee Reporting and Vendor Training subsections under Vendor on the MFMP website: MFMP Transaction Fee and Reporting. Assistance is also available with the Transaction Fee Reporting System from the MFMP Customer Service Desk by email at feeprocessing@myfloridamarketplace.com or telephone 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

- M. **Ad hoc Reports:** The Department reserves the right to require additional reports or information pertaining to this PA and any resulting purchase orders or contracts with customers. The Contractor must submit a report or information within five (5) business days after receipt of a Department request, unless otherwise approved by the Department.

- N. **Financial Consequences:** The following financial consequences will apply for nonperformance of the contract by a Contractor. The State reserves the right to withhold payment or implement other appropriate remedies, such as contract termination or nonrenewal, when the Contractor has failed to perform/comply with provisions of the PA. These consequences for non-performance are not to be considered penalties.

The financial consequences will be paid via check or money order and made out to the Department of Management Services in US Dollars within 30 calendar days after the required report submission date. These consequences are individually assessed for failures over each target period beginning with the first full month or quarter of the contract performance and every quarter thereafter.

Performance Metrics	Description	Performance Target	Frequency	Financial Consequence for Non-Performance (Per Day Late)
Quarterly Sales Report Submission	Quarterly Sales Report are due on or before the 15 th calendar day after close of a quarter.	100%	Quarterly	\$250
Monthly Transaction Fee Report	Transaction Fee Report are due on or before the 15 th calendar day after close of the period.	100%	Monthly	\$100

- O. **Financial Consequences for Non-Performance:** If the Department determines that the Contractor has failed in any quarter to meet requirements of the Service Level Agreement for two or more standards, the Department may assess the Contractor a fee in accordance with the Service Level Agreement table incorporated herein.

These consequences of non-performance shall not be considered penalties.

- P. **Business Review Meetings:** The Department reserves the right to schedule business review meetings as frequently as necessary. The Participating State will provide the format for the Contractor's agenda. Prior to the meeting, the Contractor shall submit the completed agenda to the Participating State/Entity for review and acceptance. The Contractor shall address the agenda items and any of the Participating State's additional concerns at the meeting. At minimum, the parties shall meet to discuss:

- a. Program compliance
- b. Program trending review
- c. Savings report: Hard dollar and soft dollar
- d. Spend report
- e. Subcontractor and contingent staff performance
- f. Recommendations for improved compliance and performance

Failure to comply with this section may result in the Contractor being found in default and PA termination.

- Q. **Certification of Drug-Free Workplace:** In executing this PA, Contractor certifies that it has implemented a drug-free workforce program.
- R. **Resellers/Partners:** The Contractor may use resellers/partners in order to provide equipment and services. All resellers/partners shall be the direct responsibility of the Contractor. The Contractor is responsible for all liability, terms and conditions within Master Agreement and this Addendum. The Contractors resellers/partners' participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement and this Addendum. If a reseller/partner is authorized to conduct

business on behalf of the Contractor and the reseller/partner is to receive compensation from the Contractor for its services, then any dispute between the Contractor and the reseller/partner shall be resolved between the Contractor and the reseller/partner. The State of Florida is not a party to any agreement entered into between the Contractor and its resellers/partners. The Contractor shall be responsible to report all contract sales (and pay any associated MFMP transaction fees), including those of any such resellers/partners and shall ensure that all such resellers/partners meet the following requirements:

The Contractor shall be responsible to report all contract sales (and pay any associated MFMP transaction fees), including those of any such subcontractors and shall ensure that all such subcontractors meet the following requirements:

- Have an ACTIVE Registration with the Florida Department of State, Division of Corporations (www.sunbiz.org)
- Registered in the MFMP Vendor Information Portal (<https://vendor.myfloridamarketplace.com>)
- Not be on the State of Florida's Convicted, Suspended, or Discriminatory lists http://www.dms.myflorida.com/business_operations/State_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists
- Have a copy of e-Verify Status on file
- Have a current W-9 filed with the Florida Department of Financial Services (<https://flvendor.myfloridacfo.com>)

- S. Lease Early Termination Charges: Except in the case of Non-appropriation of funds Straight Leases shall be subject to an early termination charge and shall involve the return of the Equipment (in good working condition; ordinary wear and tear excepted) by the Purchasing Entity to the Contractor. With respect to the Equipment, the termination charge shall not exceed the balance of remaining Equipment Payments (including any current and past due amounts), and with respect to Service or maintenance obligations, the termination charge shall not exceed four (4) months of the Service and Supply base charge or twenty-five percent (25%) of the remaining Maintenance Agreement term, whichever is less.
- T. The following sections replace and supersede the corresponding sections of the Special Contract Conditions, Exhibit B:

6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract.

7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and reasonable attorney's fees, arising from or relating to any third party claims that the equipment and/or products leased or purchased under this agreement ("Products")

violate or infringe a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. Notwithstanding the foregoing, Contractor shall have no liability for any claims which are attributable to: (a) any modification or alteration of the Products made by any party other than Contractor; or (b) any combination of the Products with or any use of the Products with other products, parts, accessories or consumables manufactured by any party other than Contractor; or (c) specifications, designs, standards or instructions provided to Contractor by Customer; or (d) any other cause or reason not attributable to Contractor. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting As a condition of this indemnification, the Customer may will provide the Contractor (1) prompt written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State. Notwithstanding any other provision of the Contract, Contractor's total liability to the State arising out of this Contract or the products or services provided thereunder, regardless of the legal theory upon which such liability may be based, shall not exceed the greater of \$250,000 or in the aggregate one and one-half (1.5) times the total payments made by the State to Contractor for the products or services in question in the twelve (12) months immediately preceding the first occurrence of the event giving rise to such liability.

9 Data Security.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department without undue delay. "Security breach" for purposes of this section will refer

to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Department acknowledges the Contractor's need to maintain Contractor's ISO 27001 certification or comparable security certifications and clearances. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

11.3.2 Liquidated Damages.

The Contractor acknowledges that delayed performance will damage the Department Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in Section N of the Additional Special Contract conditions will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Department acknowledges the Contractor's need to maintain Contractor's ISO 27001 certification or comparable certifications or clearances. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

**SPECIAL CONTRACT CONDITIONS
Exhibit B**

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

11.3.2 Liquidated Damages.

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.



NASPO ValuePoint Master Agreement Terms and Conditions

For Copiers and Managed Print Services

**A Contract for the NASPO ValuePoint Cooperative Purchasing Program
Acting by and through the State of Colorado (Lead State)**

**Department of Personnel & Administration
State Purchasing & Contracts Office
1525 Sherman Street, 3rd Floor
Denver, Co 80203**

And

**Konica Minolta Business Solutions USA Inc.
100 Williams Drive
Ramsey, NJ 07446**

Master Agreement Number: 140597

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1. NASPO VALUEPOINT MASTER AGREEMENT OVERVIEW

1.1. Parties

This Master Agreement is entered into by and between the State of Colorado, acting by and through the Department of Personnel & Administration, State Purchasing & Contracts Office (hereinafter called the "Lead State"), and Konica Minolta Business Solutions USA Inc. (hereinafter called "Contractor"), for the procurement of A3 MFD's, A4 MFD's, Production Equipment, Single-function Printers, Large/Wide Format Equipment, Scanners, Software, Supplies, Managed Print Services, and other Products and Services as approved per this Master Agreement, for the benefit of Participating States, Entity's, and Purchasing Entities. The Contractor and the Lead State hereby agree to the following terms and conditions.

1.2. Effective Date

This Master Agreement shall not be effective or enforceable until the date on which it is approved and signed (hereinafter called the "Effective Date") by the Colorado State Controller or designee.

1.3. Master Agreement Order of Precedence

1.3.1. Any Order placed under this Master Agreement shall consist of the following documents:

- a) A Participating Entity's Participating Addendum ("PA");
- b) NASPO ValuePoint Master Agreement Terms & Conditions, including all Exhibits;
- c) An Order issued against this Master Agreement;
- d) The Solicitation, RFP-NP-18-001 Copiers and Managed Print Services;
- e) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State; and
- f) Contractor Supplemental Documents, including all Attachments.

1.3.2. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and shall be incorporated into this Master Agreement.

1.4. Term of this Master Agreement

1.4.1. **Initial Term-Work Commencement.** The Parties' respective performances under this Master Agreement shall commence on the Effective Date or August 1, 2019, whichever occurs later. This Master Agreement shall terminate on December 31, 2021, unless terminated sooner, as specified in §6.10, **Defaults and Remedies**, or extended further as specified in §1.4.2 below.

1.4.2. **Extension of Agreement.** This 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, by written Amendment. The total duration of this Master Agreement, including any extensions, shall not exceed five (5) years.

1.4.3. **Amendments.** The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Lead State.

1.4.4. **Cancellation.** This Master Agreement may be canceled by either party upon sixty (60) days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights

of payment for Products delivered and accepted, and rights attending any warranty or default in performance in association with any Order. Cancellation of this Master Agreement due to Contractor default may be immediate.

2. DEFINITIONS

The following terms shall be construed and interpreted as follows:

Term	Description
<i>A3 MFD</i>	A Multi-function Device which is designed to handle letter, legal, ledger and some smaller paper sizes, such as postcards and envelopes.
<i>A4 MFD</i>	A Multi-function Device which is designed to handle letter, legal and some smaller paper sizes, such as postcards and envelopes. Ledger size paper is NOT an option on this Device.
<i>Acceptance</i>	A written notice from a Purchasing Entity to Contractor advising Contractor that the Product has passed its Acceptance Testing. Acceptance of a Product for which Acceptance Testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the Product, unless the Purchasing Entity provides a written notice of rejection to Contractor.
<i>Acceptance Testing</i>	The process set forth in this Master Agreement for ascertaining that the Product meets the standard of performance prior to Acceptance by the Purchasing Entity.
<i>Accessory</i>	A compatible item that is added to the Base Unit to enhance its capabilities and functions.
<i>Authorized Dealer ("Dealer")</i>	The Contractor's authorized sales and Service center (also known as a Dealer, or Partner) that must be certified by the Contractor to sell the Contractor's Products, and perform machine installation and maintenance on Devices offered by the Contractor. A Purchasing Entity must be able to, at a minimum, visit the sales and Service center to view and test Equipment.
<i>Availability Hours</i>	The number of Business Hours per calendar month that the Equipment is on-site, operating according to specifications, and fully available for use by the Purchasing Entity.
<i>Base Unit</i>	The copier, printer, Scanner, Large/Wide Format and Production Equipment that includes all standard Accessories and parts, and excludes optional Accessories and/or software.
<i>Blended Rate</i>	A rate that is derived by taking the b&w and color cost per click rates on one or more Devices and calculating one rate that a customer will be billed for all copies, regardless of Device type and b&w or color output. Allows for simplicity when billing copies run.
<i>Bronze Standard</i>	Devices which meet less than 50% of the 28 optional EPEAT criteria.
<i>Business Day</i>	Any day other than Saturday, Sunday or a legal holiday.
<i>Business Hour</i>	Between 8:00am and 5:00pm (local time), Monday through Friday, excluding Contractor holidays.
<i>Buyout to Keep</i>	The early termination option on an FMV or \$1 Buyout Lease that involves the acquisition of the Equipment by the Purchasing Entity, and consists of any current and past due amount, plus the remaining stream of Equipment Payments.

<i>Buyout to Return</i>	The early termination option on an FMV, \$1 Buyout or Straight Lease that involves the return of the Equipment by the Purchasing Entity to Contractor, in good working condition (ordinary wear and tear excepted), and consists of any current and past due amounts, plus the remaining stream of Equipment Payments.
<i>Cancellable Rental</i>	An agreement that is cancellable upon the Purchasing Entity providing the Contractor with a thirty (30) day written notice, and is subject to a maximum penalty of up to three (3) months of Total Monthly Payments. Equipment ownership is not an option.
<i>Ceiling Pricing</i>	Pricing that is established as a “not-to-exceed” amount; the maximum price Contractor may charge for Products, Services, and Supplies.
<i>Chief Procurement Officer</i>	The individual who has the authority to supervise and approve the procurement of all Products and Services needed by the Lead State or a Participating State.
<i>Contractor</i>	The person or entity delivering Products or performing Services under the terms and conditions set forth in this Master Agreement.
<i>Coterminous</i>	Two or more leases or rentals that end at the same time. The original lease or rental payment is modified to reflect the addition of a new piece of Equipment or Accessory. The original term of the lease or rental is not modified as a result of a Coterminous addition.
<i>Device</i>	Also referred to as “Equipment.” The Base Unit, either with or without optional Accessories and/or software.
<i>Direct Material</i>	Materials which are easily identified, measured, and charged to the cost of production; part of the finished Product. Examples include timber for furniture and leather for shoes.
<i>Electronic Product Environmental Assessment Tool (EPEAT)</i>	A tool which evaluates and selects Equipment according to a list of preferred environmental attributes. EPEAT registered means Devices meet the 1680.2 IEEE Standard for Environmental Assessment of Imaging Equipment, as amended.
<i>Embedded Software</i>	One or more software applications which permanently reside on a computing Device.
<i>Energy Star</i>	The U.S. Environmental Protection Agency’s standard for energy efficiency.
<i>Equipment</i>	Also referred to as “Device.” The Base Unit, either with or without optional Accessories and/or software.
<i>Equipment Downtime (“Downtime”)</i>	The number of Business Hours in any calendar month during which a Device is inoperable during the month and such inoperability is not due to misuse, fire, or using the Device in a manner other than its intended uses. Downtime is calculated from the point in time when Contractor receives the Service request for Equipment that cannot perform its functions, until such time as the Equipment is operating per Contractor specifications. Downtime includes Equipment-repair time and response time when the Device is inoperative. Downtime excludes Preventive Maintenance, Equipment move time, time consumed in producing usable copies, or maintenance Service rendered due to user misuse, or for non-payment.
<i>Equipment Payment</i>	The Equipment portion of the payment, less any Service, Supplies, and maintenance.

<i>Equipment Trade-In</i>	An agreed upon transaction between the Purchasing Entity and Contractor, in which Contractor takes ownership of Purchasing Entity's owned Device, often for a discounted amount.
<i>Equipment Upgrade or Downgrade</i>	A replacement of the Purchasing Entity's existing lease or rental Equipment, with a different piece of Equipment, of either greater or lesser value. A new lease or rental is then originated for the new piece of Equipment, with the remaining lease or rental payments on the old Equipment wrapped into it. The old lease or rental is closed out, and the Equipment is returned to Contractor.
<i>Free on Board (FOB) Destination</i>	Contractor is responsible for transportation and handling charges and the sale does not occur until the Products arrive at the Purchasing Entity's specified location.
<i>Group</i>	The Device classification for the different types of Equipment in this Master Agreement. Groups are determined by the Devices primary functions and/or capabilities.
<i>Independent Contractor</i>	A natural person, business, or corporation that provides Products or Services to another entity under the terms specified in a contract. An employer-employee relationship does not exist.
<i>Initial Lease or Rental Term</i>	The length of time (i.e. 12, 18, 24, 36, 48, or 60 months) that a Purchasing Entity enters into a lease or rental agreement.
<i>Intellectual Property</i>	Any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
<i>Large/Wide Format Equipment</i>	A Device that prints on a large paper via a variety of output options.
<i>Lead State</i>	The State that is centrally administering this Master Agreement.
<i>Lease</i>	<p>Per the Governmental Accounting Standards Board (GASB), a lease is defined as a contract that conveys control of the right to use another entity's nonfinancial asset (the underlying asset) as specified in the contract for a period of time in an exchange or exchange-like transaction.</p> <p>For the purposes of this Master Agreement, a Lease shall contain the following options:</p> <ol style="list-style-type: none"> 1. Straight Lease: A type of agreement in which ownership is not an option and the Total Monthly Payment amount remains firm throughout the Initial Term. 2. Fair Market Value Lease (FMV): A lease in which the Purchasing Entity can either 1) Take title to the Equipment at the end of the Initial Lease Term by paying the residual value to Contractor, 2) Enter into a Renewal Term for the Equipment, or 3) Return the Equipment to Contractor at the end of the Initial Lease Term. 3. \$1 Buyout Lease: A lease in which title to the Equipment will automatically pass from the Contractor to the Purchasing Entity at the end of the Initial Lease Term, and the Purchasing Entity will not be subject to additional payments in order to assume ownership.
<i>Legacy Equipment</i>	Equipment that was purchased, leased, or rented under a prior NASPO ValuePoint or WSCA Master Agreement, another program, or via any other

	means.
Maintenance Agreement	An agreement in which the Contractor provides monthly Service, parts, Supplies, and Preventative Maintenance on purchased, leased or rented Devices.
Managed Print Services (MPS)	The management, Service, and support of the Purchasing Entity's entire enterprise and output infrastructure of printed materials, with the objective of creating a solution that improves the print process and reduces the expense of printed material.
Manufacturer	A company that, as its primary business function, designs, assembles, and owns the trademark/patent and markets a Product. Also referred to as Contractor.
Manufacturer's Suggested Retail Price (MSRP)	The list price or recommended retail price of a Product in which the Manufacturer recommends that the retailer sell the Product.
Master Agreement	Also referred to as "Contract"; the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.
Multi-function Device (MFD)	A Device which incorporates the functionality of multiple Devices into one, such as print, fax, copy and scan. Each feature can work independently of the other.
NASPO ValuePoint	The NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is a 501(c)(3) limited liability company that is a subsidiary organization of the National Association of State Procurement Officials (NASPO). NASPO ValuePoint is identified in this Master Agreement as the recipient of reports and may perform Contract administration functions relating to collecting and receiving reports as well as other Contract administration functions as assigned by the Lead State.
Newly Manufactured	Devices that have not been Refurbished, Remanufactured, rented, leased, sold, or used in a demonstration, and are currently being marketed by the Manufacturer.
Normal Business Hours	8:00 a.m. to 5:00 p.m., Monday through Friday (state holidays excluded), regardless of time zone.
Not Specifically Priced (NSP)	NSP items are items that enhance or compliment the Contractor's Product, and may be acquired by a Purchasing Entity under Contractor's Master Agreement, but are not listed or priced in Contractor's NASPO ValuePoint Price List. NSP's may include Coin Op equipment, empowering software, etc. NSP items do not include Services.
OEM	Original Equipment Manufacturer.
Order	Any type of encumbrance document or commitment voucher, including, but not limited to, a purchase order, contract, MPS statement of work, Maintenance Agreement, lease agreement, rental agreement etc.)
Participating Addendum	A bilateral agreement executed by a Contractor and a Participating State or Entity incorporating this Master Agreement and any other additional Participating State or Entity specific language or other requirements (e.g. ordering procedures, other terms and conditions).
Participating Entity	A government entity within a state, or an eligible Non-Profit association, that is properly authorized to enter into a Participating Addendum.

<i>Participating State</i>	A state, which encompasses all government entities within that state, or the District of Columbia, or one of the territories of the United States, that enters into a Participating Addendum.
<i>Power Filter</i>	An electronic filter which is placed between an external power line and a Device for the purpose of removing frequencies or electromagnetic interference.
<i>Preventative Maintenance</i>	The servicing of a Device for the purpose of maintaining a satisfactory operating condition by providing systematic inspection, detection, and correction of failures either before they occur or before they develop into major defects.
<i>Private Label</i>	Products that are manufactured by one company and sold under a retailer's brand name.
<i>Product</i>	Devices, Accessories, parts, software, and/or Supplies provided or created by the Contractor pursuant to this Master Agreement.
<i>Production Equipment</i>	A high-speed, high-quality printing Device that typically has advanced finishing functionality.
<i>Public Record</i>	All books and Public Records of a governmental entity, the contents of which are not otherwise declared by law to be confidential must be open to inspection by any person and may be fully copied or an abstract or memorandum may be prepared from those public books and Public Records.
<i>Purchasing Entity</i>	A city, county, district, institution of higher education, and some non-profits who issue an Order against this Master Agreement via their Participating State or Entity's Participating Addendum.
<i>Refurbished</i>	A Product which has received extensive maintenance and/or minor repair, including the replacement of all standard parts subject to wear during the normal course of use. Refurbished Equipment shall not have more than 750,000 original copies on it. In addition, Refurbished Equipment must only contain OEM parts. Refurbished Equipment must be certified by the Manufacturer.
<i>Remanufactured</i>	The process of disassembling Devices known to be worn or defective that can be reused or brought up to OEM specification by cleaning, repairing or replacing it in a manufacturing environment and then reassembling and testing it, so that it will operate like a new Device. Remanufactured Equipment must be certified by the Manufacturer.
<i>Renewal Term</i>	A lease term that supersedes the Initial Lease Term, and which a Purchasing Entity may enter into upon thirty (30) days prior written notice to Contractor. Each Renewal Term shall not exceed 12 months, the residual value of the Equipment, or the Useful Life of the Equipment. \$1 Buyout Leases are excluded from going into renewal.
<i>Resell</i>	Any payment in exchange for transfer of tangible Products, or assignment of the right to Services.
<i>Response Time</i>	The time from when the original Service Call is placed with the Contractor or Authorized Dealer, to when the Service technician arrives at the Purchasing Entity's location.
<i>Scanner</i>	A Device that scans documents and converts them into digital data.
<i>Segment</i>	The various speeds that Devices are categorized by.

<i>Service Base Location</i>	The place of business where the Contractor or Authorized Dealer stores parts and provides training for service technicians.
<i>Service Call</i>	An on-site Service technician visit due to Device error or malfunction.
<i>Services</i>	The labor required to be performed by Contractor pursuant to this Master Agreement or an Order.
<i>Single-function Printer</i>	An inkjet or laser Device that only prints and is not capable of other functions such as copying, faxing or scanning.
<i>Solicitation</i>	A written offer or attempt to purchase Products and/or Services through an official Proposal, Evaluation, and Award process.
<i>Supplemental Documents</i>	Documents include, but are not limited to, lease agreements, rental agreements, Maintenance Agreements, and software or click-wrap agreements that are pertinent to the Products being offered.
<i>Supplies</i>	<u>Consumable</u> items that gets used up or are discarded once used, such as ink cartridges.
<i>Third Party</i>	Someone who may be indirectly involved but is not a principal party to an arrangement, contract, deal, lawsuit or transaction.
<i>Total Monthly Payment</i>	The Equipment portion of the payment, as well as any Service, Supplies or maintenance, and less any applicable taxes.
<i>Useful Life</i>	Period during which a Device is expected to be usable for the purpose in which it was manufactured.

3. NASPO VALUEPOINT PROGRAM PROVISIONS

3.1. Price and Rate Guarantee Period

- 3.1.1. The Price List(s) in Exhibit A (Price Lists), identifies a complete listing of all Products and Services the Contractor can provide under this Master Agreement, with the exception of NSP items.
- 3.1.2. MSRP/List Price discount percentages must be guaranteed throughout the term of this Master Agreement, including any renewal terms; however, Contractor may increase its discount percentage at any time. The Lead State must be notified of any such discount percentage increase, and provided with a copy of the new Group Price List(s).
- 3.1.3. MSRP/List Price shall remain firm during the first twelve (12) months of the Master Agreement. After this period, Awarded Vendors may update their MSRP/List Price on a quarterly basis, according to the following guidelines:
- a) All requested price increases must include documentation from Direct Material suppliers detailing cost escalations, and Awarded Vendors must describe how those escalations impact current Product offerings.
 - b) With the exception of Direct Material cost increases, no price increase requests will be allowed.
 - c) Updated Price Lists must be submitted to the Lead State by the 1st day of each quarter.
 - d) Pricing will not go into effect unless, or until, it is approved by the Lead State.

- 3.1.4. The Master Agreement pricing IS Ceiling Pricing. Contractor may offer lower pricing on a per Order basis to Purchasing Entity's; likewise, Purchasing Entity's may request lower pricing on a per Order basis from Contractor.
- 3.1.5. Contractor may offer state-wide promotional discounts, customer location specific discounts, bulk discounts, or spot discounts. Contractor must notify the Participating State or Entity Contract Administrator of special state-wide promotional discounts.
- 3.1.6. Any revisions to Product offerings (new Products, altered item or model numbers, etc.) must be pre-approved by the Lead State, and will be allowed once per month.
- 3.1.7. Product updates are required by the 1st of the month and shall go into effect upon approval by the Lead State.
- 3.1.8. Any Product additions must be updated with Buyer's Lab within ninety (90) days of submission to the Lead State. Failure to adhere to this requirement will result in the Product(s) being removed from the Master Agreement Price List(s) until such time as they can be verified on Buyer's Lab.
- 3.1.9. Updates to lease and rental rates must be submitted by the 1st day of each quarter.
- 3.1.10. Price Lists received after the 1st of the month may not be approved for up to thirty (30) days following submission. In addition, errors in the Contractor's Price Lists may delay the approval process further.
- 3.1.11. All approved Price Lists will be submitted by the Lead State to NASPO ValuePoint. Contractor shall then update all applicable websites with the new Price Lists after the NASPO ValuePoint website has been updated.
- 3.1.12. All-inclusive Cost Per Copy (CPC) programs may be offered upon request by the Participating State or Entity, but pricing must not exceed Master Agreement pricing. Contractor must provide the Participating State or Entity with their pricing breakdown which enables the Participating State or Entity to easily compare the pricing in the CPC structure against the pricing in this Master Agreement.
- 3.1.13. Pricing must include all standard shipping, delivery, and installation costs associated with the Products. Excess installation charges or expedited shipping however, may be billable. Refer to §4.9.5 for more information.

3.2. Participants and Scope

- 3.2.1. Contractor may not deliver Products or perform Services under this Master Agreement until a Participating Addendum acceptable to the Participating State or Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating State or Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating State or Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. Order) used by the Purchasing Entity to place the Order.

- 3.2.2.** Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating States or Entities authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Officer. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Officer.
- 3.2.3.** Obligations under this Master Agreement are limited to those Participating States and Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating States and Entities are limited to the Orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.
- 3.2.4.** Participating States and Entities may, through a Participating Addendum, limit:
- a) Available financial vehicles;
 - b) Device Groups, Segments, Products, Services (including MPS); and
 - c) Any additional items as deemed necessary by the Participating State or Entity.
- 3.2.5.** A Participating State or Entity must sign a new Participating Addendum with Contractor, regardless of whether Contractor has signed Participating Addenda under a prior Master Agreement(s).
- 3.2.6.** NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to this Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO ValuePoint cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.
- 3.2.7.** Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor, and any such language shall be void and of no effect:
- a) Term of this Master Agreement;
 - b) Amendments;
 - c) Participants and Scope;
 - d) Administrative Fee;
 - e) NASPO ValuePoint Summary and Detailed Usage Reports;
 - f) NASPO ValuePoint Cooperative Program Marketing and Performance Review;
 - g) NASPO ValuePoint eMarket Center;
 - h) Right to Publish;
 - i) Price and Rate Guarantee Period; and
 - j) Individual customers.
- 3.2.8.** Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Officer of the state where the Participating Entity is located. Any permission to participate through

execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

- 3.2.9. Purchasing Entities may not Resell Products.** This limitation does not prohibit the following; however, any sale or transfer must be consistent with license rights granted for use of Intellectual Property:
- a) Payments by employees of a Purchasing Entity for Products;
 - b) Sales of Products to the general public as surplus property; and
 - c) Fees associated with inventory transactions with other governmental or non-profit entities, and consistent with a Purchasing Entity's laws and regulations.

3.3. Administrative Fees

- 3.3.1.** The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter.
- 3.3.2.** The NASPO ValuePoint Administrative Fee is not negotiable.
- 3.3.3.** The Contractor shall report on all actual Equipment sales, and on estimated Service and Supply sales. This method will no longer require the Contractor to capture the actual Service and Supply revenues that are billed to the customer each month.
- 3.3.4.** Industry research has shown close to a 1:1 ratio between sales price on a piece of Equipment and the actual amount of Service and Supply costs required to operate that Equipment over its Useful Life. Therefore, to simplify the reporting process and remove the burden to capture the actual Service and Supply costs, the Contractor shall report as follows:
- a) **Purchased Equipment:** Contractor shall report the actual amount invoiced (less any taxes) for all Equipment sold under the reporting period (calendar quarter). In addition, the Contractor shall report an additional amount equal to the invoice amount and identified as "Estimated Service and Supplies" providing the customer elects to enter into a Maintenance Agreement. Thus, in the Contractor's Detailed Sales Report, for each item sold, there will be two-line items: one for the piece of Equipment, and one for the Estimated Service and Supplies. The amounts reflected for the Estimated Service and Supplies must be equal to the amount of the Equipment.
 - b) **Lease and Rental Equipment:** Contractor shall report sales according to the Purchased Equipment methodology described in §3.3.4(a), or they may report the actual amount invoiced (less any taxes) for the lease or rental during the reporting period (calendar quarter). In addition, the Contractor shall report an additional amount equal to the invoice amount and identified as "Estimated Service and Supplies." Thus, in the Contractor's Detailed Sales Report, for each item leased or rented, there will be two-line items: one for the invoice amount to the customer for the Equipment, and one for the Estimated Service and Supplies. The amounts reflected for the Estimated Service and Supplies must be equal to the amount of the invoiced Equipment.
- 3.3.5.** Some Participating States may require a fee be paid directly to the Participating State on sales made by Purchasing Entities within that state. For all such requests, the fee level, payment method, and schedule for such reports and payments will be incorporated into the Participating Addendum. The Contractor may adjust this Master Agreement pricing accordingly for sales made by Purchasing Entities within the jurisdiction of the Participating State requesting the additional fee.

3.4. NASPO ValuePoint Summary and Detailed Usage Reports

The Contractor shall provide the following NASPO ValuePoint reports:

3.4.1. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under the Contract shall be reported as cumulative totals by state, which are inclusive of all line items identified in the Detailed Sales Report. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

3.4.2. Detailed Sales Report. Contractor shall also report detailed sales data by:

- a) State;
- b) Customer Type (e.g. local government, higher education, K-12, non-profit);
- c) Customer bill-to name and address;
- d) Contractor or Authorized Dealer Order number;
- e) Customer purchase order number;
- f) Customer number;
- g) Order type (e.g. sales Order, credit, return, upgrade);
- h) Purchase order date;
- i) Ship date;
- j) Invoice date and number;
- k) Product number and description
- l) List Price/MSRP;
- m) Contract Price;
- n) Quantity;
- o) Total Price;
- p) NASPO ValuePoint Admin Fee amount; and
- q) Dealer.

3.4.3. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM or flash drive. Detailed sales reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is shown in Exhibit E (NASPO ValuePoint Detailed Sales Reporting Template).

3.4.4. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, social security numbers or any other numerical identifier, may be submitted with any report.

3.4.5. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with, and any PA roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

3.4.6. Timely submission of these reports is a material requirement of this Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

3.5. NASPO ValuePoint Cooperative Program Marketing and Performance Review

3.5.1. Contractor agrees to work cooperatively with NASPO ValuePoint personnel to ensure that Contractor's personnel will be educated regarding the provisions of this Master Agreement, as well as the competitive nature of NASPO ValuePoint procurements, the Participating Addendum process, and the manner in which Participating Entities can utilize this Master Agreement.

3.5.2. Contractor agrees, as Participating Addenda are executed, and if requested by NASPO ValuePoint personnel, to provide plans to launch this Master Agreement program within the Participating State. Plans will include timeframes to implement this Master Agreement and Participating Addendum, as well as confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the Participating State.

3.5.3. Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider customer proposed terms and conditions, as deemed important to the customer, for possible inclusion into the Participating Addendum. Contractor shall ensure that their sales force is aware of this contracting option.

3.5.4. Contractor agrees to fairly, actively, and equally promote and advertise their NASPO ValuePoint Master Agreement at all trade shows and Dealer meetings whereby Contractor displays or makes reference to their government contract award offerings.

3.5.5. Contractor agrees, within 30 days of this Master Agreement effective date, to notify the Lead State and NASPO ValuePoint of any contractual most-favored customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreement, or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

3.5.6. Contractor agrees to participate in person at an annual performance review, which may include a discussion of marketing action plans, target strategies, marketing materials, reporting, and timeliness of administration fee payments. The location of the performance review shall be determined by the Lead State and NASPO ValuePoint.

3.5.7. Contractor agrees that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing materials until a logo-use agreement is executed with NASPO ValuePoint.

3.5.8. The Lead State shall evaluate the utilization of this Master Agreement at the annual performance review. The Lead State may, in its discretion, cancel this Master Agreement pursuant to §1.4, or not exercise an option to renew, when Contractor utilization does not warrant further administration of this Master Agreement. The Lead State may exercise its right to not renew this Master Agreement if Contractor fails to record or report revenue for three consecutive quarters, upon a 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two (2) years after execution of this Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel this Master Agreement pursuant to §1.4.4 or to terminate for default pursuant to §6.10.

3.6. NASPO ValuePoint eMarket Center

3.6.1. In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. (doing business as JAGGAER) whereby JAGGAER will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint customers to access a central online website to view and/or shop the Products and Services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

3.6.2. The Contractor shall have visibility in the eMarket Center through one of the following no-cost options:

a) Ordering Instructions

- i.** The Contractor shall provide a link to their website, their Price list, their Dealer list, and any additional information they would like the customer to have in regards to placing Orders.
- ii.** Upon receipt of written request from the eMarket Center Site Administrator, the Contractor shall have thirty (30) days to provide NASPO ValuePoint with the Ordering Instructions.

b) Hosted Catalog

- i.** The Contractor shall provide a list of its awarded Products and Services pricing via an electronic data file, in a format acceptable to JAGGAER.
- ii.** In order to maintain the most up-to-date version of its Product offerings, the Contractor must submit electronic data to the eMarket Center no more than four (4) times per calendar year.
- iii.** Upon receipt of written request from the eMarket Center Site Administrator, the Contractor shall have fifteen (15) days to set up an enablement schedule with NASPO ValuePoint and JAGGAER. The schedule shall include future calls and milestone timeframes related to testing and go-live dates.
- iv.** The Contractor shall have ninety (90) days from the receipt of written request, to provide the Hosted Catalog to NASPO ValuePoint.
- v.** The Hosted Catalog must be strictly limited to the awarded Products and Services, and must contain the most current approved pricing, including applicable quantity discounts.
- vi.** The catalog must include a Lead State Contract identification number and detailed Product line item descriptions.
- vii.** The catalog must include any additional NASPO ValuePoint and Participating Addendum requirements. Although Suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple catalogs applicable to different NASPO ValuePoint Participating State or Entities if for example, the Participating State or Entity has incorporated an Administrative Fee into the Contract pricing, or a Participating State or Entity has determined that they will not allow all awarded Products and Services under their Participating Addendum. SciQuest will deliver the appropriate contract files to the user viewing the catalog.

c) Punch-Out Catalog

- i.** The Contractor shall provide its own online catalog, which must be capable of being integrated with the eMarket Center via Commerce eXtensible Markup Language (cXML).

- ii. The Contractor shall validate that its online catalog is current by providing a written update to the Lead State every four (4) months, verifying that they have audited the offered Products and Services pricing.
- iii. The Contractor shall have ninety (90) days from the receipt of the written request, to deliver the Punch-Out Catalog to NASPO ValuePoint.
- iv. The Punch-Out Catalog must be strictly limited to the awarded Products and Services, and must contain the most current approved pricing, including applicable quantity discounts.
- v. The catalog must include a Lead State Contract identification number and detailed Product line item descriptions.
- vi. The site must also return detailed UNSPSC codes for each line item.
- vii. Contractor shall provide e-Quote functionality to facilitate volume discounts.
- viii. The catalog must include any additional NASPO ValuePoint and Participating Addendum requirements. It is possible to have multiple catalogs applicable to different NASPO ValuePoint Participating State or Entities if for example, the Participating State or Entity has incorporated an Administrative Fee into the Contract pricing, or a Participating State or Entity has determined that they will not allow all awarded Products and Services under their Participating Addendum. JAGGAER will deliver the appropriate contract files to the user viewing the catalog.

3.6.3. Revising Pricing and Products

- a) Any revisions to Product offerings (new Products, altered SKU's, etc.) must be pre-approved by the Lead State, and will be allowed once per month.
- b) Updated Product files are required by the 1st of the month and shall go into effect upon approval by the Lead State.
 - i. Files received after the 1st of the month may not be approved for up to thirty (30) days following submission.
 - ii. Errors in the Contractor's submitted files may delay the approval process.

3.6.4. Supplier Network Requirements for Hosted and Punch-Out Catalogs

- a) Contractor shall join the JAGGAER Supplier Network (SQSN) and shall use the JAGGAER's Supplier Portal to import the Contractor's catalog and pricing files into the JAGGAER system.
- b) Contractor can receive Orders through electronic delivery (cXML) or through low-tech options such as fax.
- c) More information about the SQSN can be found at www.sciquest.com, or by contacting the JAGGAER Supplier Network Services team at 800-233-1121.

3.6.5. Order Acceptance Requirements for Hosted and Punch-Out Catalogs

- a) Contractor must be able to accept Orders via fax or cXML.
- b) The Contractor shall provide confirmation via phone or email within 24 hours of Order receipt.
- c) If the Order is received after 3pm (EST) on the day prior to a weekend or holiday, the Contractor must provide confirmation via phone or email on the next business day.

3.6.6. UNSPSC Requirements

- a) Contractor shall support use of the United National Standard Product and Services Code (UNSPSC). UNSPSC versions that Contractors must adhere to are provided by JAGGAER and upgraded each year.
- b) NASPO ValuePoint reserves the right to migrate to future versions of the UNSPSC, and Contractor shall be required to support the migration effort.
- c) All line items for Products and Services provided under this Master Agreement must be associated to a UNSPSC code.
- d) All line items must be identified at the most detailed UNSPSC level, indicated by segment, family, class, and commodity.

3.6.7. Applicability. Contractor agrees that NASPO ValuePoint controls which contracts appear in the eMarket Center, and that NASPO ValuePoint may elect at any time to remove any Contractor offerings from the eMarket Center.

3.6.8. Several NASPO ValuePoint Participating States and Entities currently maintain separate JAGGAER eMarket Place accounts. In the event that one of these Participating States or Entities elects to use this NASPO ValuePoint Master Agreement (available through the eMarket Center), but publish the information to their own eMarket Place, the Contractor agrees to work in good faith with the entity and NASPO ValuePoint, and agrees to take commercially reasonable efforts to implement such separate JAGGAER catalogs.

3.7. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State, prior approval for the release of any information, including any written correspondence, which pertains to the potential work or activities covered by this Master Agreement. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the Products and Services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of this Master Agreement for cause.

3.8. Individual Customers

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of this Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in this Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in this Master Agreement and applicable Participating Addendum. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

4. STATEMENT OF WORK

4.1. Overview

- 4.1.1.** Contractor guarantees a continuing supply and consistent quality of Equipment, Accessories, software, Supplies, and Services offered.
- 4.1.2.** Contractor may not provide Products that have not been approved by the Lead State, with the exception of NSP items, as referenced in §4.3.8.
- 4.1.3.** Contractor shall maintain compliance with all requirements of this Master Agreement throughout the duration of the Contract.

- 4.1.4. A Purchasing Entity that purchases, leases or rents Equipment may issue an Order, pursuant to the terms and conditions that are incorporated into this Master Agreement, and according to the requirements listed in their states' Participating Addendum, including, but not limited to, the issuance of Contractor's Supplemental Documents, which are attached as **Attachment A through Attachment K**. Each Participating State or Entity shall be responsible for negotiating the terms and conditions of each of the aforementioned Attachments.
- 4.1.5. Per Section 508 of the United States Workforce Rehabilitation Act of 1973, Contractor shall provide, subject to change, Devices under Groups A, B, C, D and F which are accessible to people with disabilities.
- 4.1.6. **MPS:**
- a) Contractor may provide MPS on Group A, Group B, Group C, Group D, Group E, and Group F.
 - b) Contractor may not provide MPS maintenance or repair Services on any Devices that are being leased or rented to a Purchasing Entity by another Manufacturer, unless they have a written agreement with the Manufacturer to do so.
- 4.1.7. **Survivability:**
- a) Any Order placed under this Master Agreement shall survive the expiration of this Master Agreement unless otherwise specified in a Participating Addendum.
 - b) Contractor is not permitted to increase pricing on any Order that was placed prior to the expiration of this Master Agreement.
- 4.1.8. Contractor shall notify the Lead State, Participating States, Participating Entities and all Purchasing Entities of any recall notices, warranty replacements, safety notices, or any applicable notice regarding the Products being sold. This notice must be received in writing (via postal mail or email) within thirty (30) calendar days of Contractor learning of such issues.

4.2. Authorized Dealers

- 4.2.1. Contractor may engage Authorized Dealers, who shall be Contractor's agent and Subcontractor for providing sales and support for the Products and/or Services purchased by the Purchasing Entity under this Master Agreement.
- 4.2.2. In the event Contractor elects to use Authorized Dealers in the performance of the specifications, Contractor shall serve as the primary Contractor, and shall be fully accountable to the Lead State for assuring that the Authorized Dealers comply with the terms and conditions of this Master Agreement, and shall be liable in the event that Authorized Dealers fail to comply with such terms and conditions.
- 4.2.3. Authorized Dealers shall be expected to stay current with Contractor's Products, pricing, Master Agreement, and Participating Addendum requirements.
- 4.2.4. Authorized Dealers shall have the ability to accept Orders from a Purchasing Entity and invoice them directly.
- 4.2.5. Contractor must disclose to the Lead State, a list of all Authorized Dealers that provide Products and/or Services, utilizing **Exhibit C (Authorized Dealers by State)**.
- 4.2.6. Contractor shall send notice to the Lead State, utilizing **Exhibit D (Authorized Dealer Form)** and the Authorized Dealers by State, within three (3) calendar days of engaging or removing a Dealer.

4.2.7. The Lead State reserves the right to deny the addition of any Authorized Dealer and will provide notification to the Contractor with justification as to why the decision was reached. In addition, it will be at the discretion of each Participating State or Entity as to whether they will utilize the Authorized Dealers as approved by the Lead State.

4.2.8. If an Authorized Dealer is performing unsatisfactorily, or is not in compliance with this Master Agreement, then it shall be at the discretion of the Lead State, upon recommendation from the Participating State, to either remove the Dealer from the Contract, or in the case of multiple branch locations in one state, or multiple states, remove them as a Dealer from the location in which they are not in compliance. Alternatively, the Contractor may investigate and consult with the Participating State and/or the Purchasing Entity as appropriate, and use commercially reasonable efforts to resolve the dispute.

4.2.9. Dealers shall be expected to stay current with Contractor Products, Services, pricing and Master Agreement requirements.

4.3. **Product Offerings**

4.3.1. **Group Segments.** Contractor shall offer Products under the following Groups:

Group A – MFD, A3	
B&W only; Color and B&W	
Segment	PPM
2	20 – 30
3	31 – 40
4	41 – 50
5	51 – 60
6	61 – 70
7	71 – 90

Group B – MFD, A4	
B&W only; Color and B&W	
Segment	PPM
1	Up to 20
2	21 – 30
3	31 – 40
4	41 – 50
5	51 – 60
6	61+

Group C – Production Equipment	
B&W only; Color and B&W	
Segment	PPM
1	65 – 79
2	80 – 89
3	90 – 110
4	111 – 130
5	131+

Group D – Single-function Printers	
B&W only; Color and B&W	
Segment	PPM
1	Up to 20
2	21 – 40
3	41 – 60
4	61+

Group E – Large/Wide Format Equipment	
B&W only; Color and B&W	
Segment	A1 or D Size PPM*
Low	1 – 3
Medium Low	4 – 8
Medium High	9 – 19
High	20+

*Speeds denoted above are based on b&w output

Group F - Scanners	
Segment	PPM
1	10 – 29
2	30 – 49
3	50 – 69
4	70 – 89
5	90 – 110
6	111 – 130
7	131+

4.3.2. Device Configurations. Contractor's Devices shall be equipped, at a minimum, with the following Accessories/capabilities:

a) Group A – MFD, A3

- i) New Power Filter;
- ii) Duplex for Segment 3 and above;
- iii) Standard paper drawer(s) equal to or greater than:
 - 1) One (1) paper supply for Segment 2;
 - 2) Two (2) paper drawers for Segments 3 and 4; and/or
 - 3) 2,000 sheet paper capacity for Segments 5 and above.
- iv) Paper size capacity up to 11" x 17"; and
- v) Bypass paper supply, if applicable for Segment.

b) Group B – MFD, A4

- i) New Power Filter;
- ii) Bypass paper supply;
- iii) Standard paper drawer(s) equal to or greater than:

- 1) One (1) paper supply for Segments 1 and 2;
 - 2) Two (2) paper drawers for Segments 3 and 4; and/or
 - 3) 2,000 sheet paper capacity for Segments 5 and above.
- iv) Paper size capacity up to 8 ½" x 14"; and
 - v) Envelope adjustment capability.
- c) Group C – Production Equipment**
- i) New Power Filter;
 - ii) Bypass paper supply;
 - iii) Standard paper drawer(s) equal to or greater than:
 - 1) One (1) paper supply for Segments 1 and 2;
 - 2) Two (2) paper drawers for Segments 3 and 4; and/or
 - 3) 2,000 sheet paper capacity for Segments 5 and above.
 - iv) Paper size capacity up to 8 ½" x 14"; and
 - v) Envelope adjustment capability.
- d) Group D – Single-function Printers**
- i) Must include an inkjet, light emitting diode (LED), or laser print engine;
 - ii) Standard paper drawer(s);
 - iii) Standard paper capacity; and
 - iv) Network connectivity.
- e) Group E – Large/Wide Format Equipment**
- i) Hard-Disk drive;
 - ii) Network connectivity;
 - iii) Touch screen control panel; and
 - iv) Automatic Media Selection – a built-on sensor detects the size of the original and the proper media size is then selected.
- f) Group F – Scanners**
- i) Charge-Coupled Device (CCD) or Contact Image Sensor (CIS);
 - ii) Automatic Document Feeder (ADF);
 - iii) Letter or legal paper size capacity;
 - iv) Color depth of at least 24 bytes; and
 - v) Single pass duplex scan.

4.3.3. Device Standards. Devices shall meet the following requirements:

- a) Group A and Group B Base Units are OEM only;
- b) Group A and Group B must be EPEAT registered to a minimum of Bronze Standard within one (1) year of being added to the Master Agreement Price List;
- c) Group D must be Energy Star compliant or EPEAT registered to a minimum of Bronze Standard within one (1) year of being added to the Master Agreement Price List;

- d) If Contractor's Devices fail to meet the EPEAT Bronze Standard, or be Energy Star compliant (applicable to Group D Devices only) within one (1) year, then they will be removed from the Price List;
- e) Must be Newly Manufactured or current, except as specified in a Participating Addendum;
- f) Devices, when installed, and if available, must be set-up to receive automatic software updates and patches. For new software versions or upgrades that carry an additional cost, updates will not be done automatically; rather, Contractor or their Authorized Dealer will inform the Purchasing Entity of the new version and assist them in their decision to upgrade based on needed functionality and compatibility with their existing Equipment.
- g) Specifications must be published on Contractor's website;
- h) MSRP must not exceed what is listed with Buyers Laboratory Inc., or List Price must not exceed what is published on the Manufacturer's website;
- i) Must maintain a PPM speed, according to Segment classification; and
- j) Must be compatible with using recycled paper, up to and including, 100% Post-Consumer Waste (PCW) paper. Contractor may not fault the use of recycled paper for Device failures, as long as the recycled paper in use meets the standard paper specifications (e.g., multi-purpose, copy, or laser paper).

4.3.4. Device Exceptions

- a) Group C, Group D, Group E, and Group F will not be restricted to OEM, and do not have to be Private Labeled;
- b) Group C, Group E, and Group F are not required to be EPEAT registered or Energy Star compliant;
- c) 3D Printers may be offered by Contractor, and shall be priced based on a minimum discount of 5%;
- d) Digital Duplicators may be offered by Contractor, and shall be priced based on the discount offered for the Segment in which the Device belongs (refer to the Group A Price List for Segment discounts);
- e) Inkjet and Digital Presses may be offered by Contractor, and shall be priced based on the minimum discount offered in the Segment to which they belong (refer to the Group C Price List for Segment discounts);
- f) Roll-Fed Wide Format Printers may be offered by Contractor, and shall be priced based on a minimum discount of 5%.
- g) Contractor may offer Large/Wide Format Equipment that accommodates all paper sizes. Pricing shall be based on the discount offered for the Segment in which the Device belongs (refer to the Group E Price List for Segment discounts).

4.3.5. Accessories

- a) Contractor shall provide OEM and/or Third Party compatible Accessories that compliment or enhance the features of the Device.

- b) Contractor shall maintain a separate price list for Accessories for Base Units that have been discontinued. The pricing must be based on the same discount offered, per the 'Discount from MSRP' tab, on the applicable Group Price List.
- c) Purchasing Entities may add Accessories to Devices that have been purchased, leased or rented under prior NASPO ValuePoint and/or WSCA Master Agreements, as well as via any other means.

4.3.6. Software

- a) Contractor shall provide software to enhance the capabilities of the Devices, or software may be provided as a standalone option on any pre-owned, purchased, leased or rented Device.
- b) Contractor shall provide OEM and/or Third Party Software.
- c) All software drivers shall be, at a minimum, Windows 7 compliant, and all Devices must have universal software drivers.
- d) Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software, as referenced in Attachment J, unless otherwise stated in a Participating Addendum. However, the Master Agreement will supersede and control if there is conflicting language between the Master Agreement, and any software license agreement.

4.3.7. Consumable Supplies

- a) Contractor shall offer OEM or compatible Ink and Roll paper for Group E Devices. The Ink and/or paper may be purchased as standalone items, and will not be included as part of a Maintenance Agreement, nor will it be wrapped into the Total Monthly Payment on a lease or rental agreement.
- b) Contractor shall offer OEM or compatible consumable for Supplies for Groups A, B, C, D, and F. These Supplies may be purchased as standalone items or included as part of a Maintenance Agreement. Under no circumstances may the Supplies, regardless of quantity, be financed, unless they are start-up Supplies. The Supplies offered may include, but shall not be limited to, the following:
 - i) Toner;
 - ii) Staples;
 - iii) Ink;
 - iv) Print Cartridges;
 - v) Imaging Drums;
 - vi) Fuser Kits;
 - vii) Transfer Kits;
 - viii) Waste Toner Bottles;
 - ix) Fuser Oil;
 - x) Developer;
 - xi) Rollers and Pads; and
 - xii) Maintenance Kits.
- c) Toner must be free of carcinogenic, mutagenic, or teratogenic substances.

- d) Contractor shall provide the Purchasing Entity with a method to return the empty toner cartridges at no additional charge.

4.3.8. Open Market Items

- a) Contractor may offer Not Specifically Priced (NSP) items that compliment or enhance the Products and/or Services. 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.
- b) NSP items may only be acquired through the Contractor or their Authorized Dealers and must be reported quarterly with all other sales.
- c) NSP items must be priced at a minimum discount of 15% from MSRP or List Price.
- d) 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.
- e) It shall be at the discretion of the Participating State or Entity to allow Open Market Items in their Participating Addendum.

4.3.9. Emerging Technologies

- a) Upon approval from the Lead State, Contractor may add new, related technology.
- b) Technology does not have to be restricted to OEM, nor does it have to be Private Labeled.
- c) Any new technology that a Contractor requests to add to their Price List must contain a full description of the Product, along with MSRP and pricing information, as well as an explanation/justification as to how the Product conforms to the requirements of this Master Agreement.
- d) Any new technology must be priced at a minimum discount of 1%.

4.4. Service Offerings

4.4.1. Managed Print Services

- a) Contractor shall provide the following:
 - i) **Free Initial Assessment** – which shall include the following:
 - 1) Document workflow
 - 2) Identification of Service, Supplies, and parts
 - 3) Current output
 - 4) Total Cost of Ownership (TCO)
 - 5) Employee to Device ratio
 - 6) Preliminary estimated cost savings
 - ii) **Implementation** – which shall consist of the following:

- 1) Plan Development
 - 2) Hardware and Software Installation and Set-up
- iii) **Remote Device Monitoring** – which shall include the following:
- 1) Job Accounting
 - 2) Automated Meter Reads
 - 3) Automated Toner Replenishment
 - 4) Consult App Fleet Monitoring Tool (required for Automated Meter Reads and Automated Toner Replenishment)
- iv) **End-user Support** – which shall include the following:
- 1) Training
 - 2) Help Desk Services
 - 3) Preventative Maintenance
 - 4) Service and Repair
 - 5) On-site break/fix
 - 6) Clean Planet Recycling Plan
- v) **Account Management** – which shall include the following:
- 1) Reporting
 - 2) Invoicing
 - 3) Customer Business Reviews
 - 4) Consumable Spend
 - 5) Continual Assessments
 - 6) Green Initiatives
- b) Contractor may also provide the following:
- i) **Ongoing Fleet Management and Optimization**
 - 1) Flat Rate MPS
 - 2) Disaster Recovery
 - ii) **Professional Services**
 - 1) Consulting
 - 2) Project Management
 - 3) Records Management
 - 4) Network and Data Security
 - 5) Document Workflow Consulting
 - 6) Document Scanning
 - 7) Back-file Conversion
- c) All MPS engagements shall require the Contractor and Purchasing Entity to complete a detailed statement of work, as referenced in **Attachment H (Konica MPS Statement of Work)**, and it must be approved by both parties prior to the initiation of any engagement.

- d) The free initial assessment shall not constitute a commitment on behalf of the Purchasing Entity. Upon request from a Purchasing Entity, Contractor must provide the assessment with the understanding that the Purchasing Entity is under no obligation to enter into an MPS engagement.
- e) MPS pricing and billing options shall be flexible, as long as pricing doesn't exceed Master Agreement pricing, and the Purchasing Entity will drive the complexity of the solution required with a staged approach to implementation.

4.4.2. Maintenance Agreements

a) Pricing

- i) Pricing shall include a zero base, cost per click rate for b&w and/or color for Groups A, B, C and D.
- ii) Pricing for a monthly base charge, a set copy allowance and an overage rate for b&w and/or color shall also be provided.
- iii) Pricing must be provided that includes all parts, labor, Preventative Maintenance, Service Calls, and Supplies for Groups A, B, C and D.
- iv) A pricing option for ALL Groups shall include parts, labor, Preventative Maintenance (if applicable), and Service Calls, but excludes Supplies.
- v) Paper and ink for Group E Devices shall not be included as part of the Service and Supply pricing.
- vi) Contractor may increase their Service and Supply pricing to include staples (if applicable to the Device).
- vii) Contractor may charge flat rate fees for Services performed on any Accessories.
- viii) Service Calls due to misuse, neglect or abuse shall not be covered by the Maintenance Agreement, and Contractor and Authorized Dealers may bill the Purchasing Entity at an hourly rate for Services rendered.
- ix) **11"x17" impressions:**
 - 1) Shall be counted as two (2) clicks on Group A Devices; and
 - 2) May be counted as two (2) clicks on Group C Devices.
- x) Contractor shall offer a one (1) click rate that encompasses all paper sizes for Group C Devices.
- xi) A two-sided document shall be counted as two (2) clicks.
- xii) Contractor must not charge for scans on any MFD.
- xiii) **Initial Term:**
 - 1) Pricing shall remain firm for the initial term of the Maintenance Agreement.
 - 2) For lease and rental Equipment, the Maintenance Agreement term is equal to the term of the lease or rental (i.e. 18, 24, 36, 48, or 60 months).
 - 3) For purchased Equipment, the initial term is whatever period of time the Purchasing Entity elects, as long as it does not exceed 60 months.
- xiv) **Renewal Term:**
 - 1) If a Purchasing Entity wishes to renew a Maintenance Agreement for Equipment that was acquired under this Master Agreement, then the Contractor may negotiate new pricing. This pricing shall not exceed this Master Agreement pricing.

- 2) If a Purchasing Entity wishes to renew a Maintenance Agreement for Equipment that was acquired under Master Agreement (3091), then §4.4.2(f) shall apply.

b) Blended Rates

- i) Contractor shall have the ability to blend the Service and Supply costs over a large Equipment fleet, and the Blended Rate must cover all units in the fleet.
- ii) The Blended Rate must be divided between b&w and color.
- iii) Contractor shall provide the Purchasing Entity with the Blended Rate calculation prior to Order placement.
- iv) Utilizing a Blended Rate shall be at the discretion of the Participating State or Entity.

c) Manual Meter Reads

- i) Contractor may collect meter reads from a Purchasing Entity via electronic means.
- ii) Meter reads may be submitted via the Contractor's online portal, or through e-mail, or facsimile.
- iii) A Participating State or Entity may also elect, at their discretion, to submit meter reads through the Device.

d) Customer Owned Equipment

- i) Purchasing Entity's may elect to enter into a Maintenance Agreement for Equipment they already own, or Equipment they acquire through an up-front purchase.
- ii) The Maintenance Agreement may be priced on a flat rate fee, which shall include parts, labor, Preventative Maintenance (if applicable) and Service calls. Supplies may or may not be included.
- iii) The Maintenance Agreement shall not be subject to automatic renewals.

e) Lease or Rental Equipment

- i) Contractor shall be required to provide a Maintenance Agreement on all Equipment that is leased or rented by a Purchasing Entity.
- ii) The Maintenance Agreement shall be priced based on a cost per click rate, or a monthly base charge.

f) Legacy Equipment

- i) Upon request from the Purchasing Entity, Contractor may provide Maintenance Agreements on any Equipment that is owned or was leased or rented through Master Agreement (3091), or via any other means, providing the following conditions are met:
 - 1) The Device has not reached the end of its Useful Life;
 - 2) The maximum term of the Maintenance Agreement does not exceed the Useful Life of the Device, unless otherwise specified in a Participating Addendum; and
 - 3) The Maintenance Agreement adheres to the same requirements as outlined in §4.4.2(d) and §4.4.2(e).
- ii) Devices that were previously serviced by another Dealer or Manufacturer must be inspected and repaired, if necessary. Upon mutual agreement, Contractor may charge Purchasing Entity for any parts and/or labor required to bring the Device up to acceptable maintenance levels.
- iii) If the Device has been at the Purchasing Entity's location for less than five (5) years, then Maintenance Agreement pricing shall not exceed this Master Agreement pricing, until the

Purchasing Entity reaches the five (5) year mark. Refer to §4.4.2(f)(iv) below for additional information.

- iv) If the Device has been at the Purchasing Entity's location for more than five (5) years, then Maintenance Agreement pricing shall not exceed 107% of the Service and Supply pricing in this Master Agreement for years 5 through 7, and 110% for years 8 and beyond. The Service and Supply pricing that will be used for this calculation will be based on the following:
 - 1) The Group and Segment to which the Device is categorized; and
 - 2) The Service and Supply pricing for that Group and Segment, as listed under Newly Manufactured Equipment in this Master Agreement.

4.4.3. Service Requirements

- a) **Technicians.** All technicians shall be factory trained by the OEM and certified to Service the Devices.
- b) **Standard Service Levels.** Participating States and/or Entities shall negotiate their own Service Level Agreement (SLA) with the Contractor. The SLA, must, at a minimum, adhere to the following requirements:
 - i) **End-User Training**
 - 1) An initial, no charge, on-site, one-hour training session for each Device, must be offered by Contractor for all non-desktop Products placed at each Purchasing Entity's location. For drop-shipped or desktop Products, Contractor shall offer an initial, one-hour, no charge, web-based, or on-line training session.
 - 2) Technical support training shall also be included in the initial, no charge training, and will include network connectivity and print driver installation. This training will be in addition to the one-hour of free training for Device operation.
 - 3) If Purchasing Entity elects to exercise the training option, then Contractor shall provide the training within two (2) weeks of requested date for on-site training, and two (2) hours for phone/technical support.
 - 4) Contractor shall offer additional on-site, one-hour training sessions for a flat rate fee. Additional charges for travel and per diem, if applicable, must be disclosed to the Purchasing Entity prior to Order placement.
 - 5) Contractor must provide on-site or off-site operational training to designated Purchasing Entity personnel, until the personnel are able to operate the Equipment independently. Pricing for operational training shall be based on a flat rate fee. Additional charges for travel and per diem, if applicable, must be disclosed to the Purchasing Entity prior to Order placement.
 - 6) Product literature, user-manuals, and access to on-line resources are available to the Purchasing Entity via Contractor's website.
 - 7) If technical support requests arise, the Purchasing Entity may contact the Contractor's dedicated GCS support number at 800-456-5664 for trouble-shooting assistance.
 - ii) **Preventative Maintenance.** Contractor shall perform all Preventative Maintenance Services at the Manufacturer's suggested intervals, or as specified in an Order. This Service shall be performed before the prescribed copy volumes are reached. Preventative Maintenance shall not be a requirement on desktop Devices.
 - iii) **Equipment Performance**

- 1) Equipment Downtime due to lack of consumable Supplies is not acceptable. Contractor shall ensure that consumable Supplies are available for purchase under this Master Agreement at all times to ensure amounts required for Device performance are met.
 - 2) Equipment Uptime is based on full Equipment availability producing quality output. Uptime average is calculated as $[(\text{Availability Hours}) - (\text{Downtime})] / (\text{Availability Hours})$ with the Product rounded down to the nearest whole number.
 - 3) Contractor shall guarantee that on a quarterly basis, the fleet of Devices for each Purchasing Entity will be operational at least 96% of the time, during Normal Business Hours for Groups A, B, D, E, and F.
 - 4) Contractor shall ensure that the fleet of Devices for each Purchasing Entity shall have a first-time-fix of 80% or better for all Service calls.
 - 5) If any fleet of Devices fails to perform at the operation level specified in §4.4.3(b)(iii)(3) and (4) then §4.11.11 shall apply.
 - 6) Contractor must provide daily communication to the Purchasing Entity regarding inoperable Equipment, including updates regarding resolution timeframe, and any parts, Accessories, or Devices on back-order.
- iv) **Loaner Equipment.** If any Device is inoperable for two (2) Business Days, due to Equipment malfunction, as reasonably determined by Contractor, then Contractor shall provide the Purchasing Entity with:
- 1) A loaner Device of similar speed and capabilities until such time as the inoperable Device(s) are now operable; or
 - 2) Provide the Purchasing Entity with off-site manned production capabilities to accomplish the work of the unit that is inoperable at the sole expense of the Contractor. Such costs shall be limited to the cost of production (Service and Supplies), Equipment, labor, and transportation to and from the off-site production facility and the Purchasing Entity location.
 - 3) **Customer One Guarantee.** For Equipment covered by this Guarantee under full continuous maintenance coverage from the date of installation, and for up to a maximum of five (5) years, Contractor shall offer a Customer One Guarantee which states:
 - Should covered Equipment be out of Service, due to maintenance needs, for more than sixteen (16) consecutive Business Hours, or if a production print unit is out of Service for more than twenty-four (24) hours, Contractor shall provide a loaner unit of similar capabilities upon request.
 - Any unit that Contractor determines cannot be properly repaired to Manufacturer's specifications will be eligible for a replacement unit of substantially similar or greater capabilities, at no additional charge. Replacement shall be a new MFP Device within the first two (2) years of installation and the replacement unit thereafter may be other than new.
 - Customer owned non-Konica Minolta assets, subject to a Managed Print Service contract supplement, are not covered by this Customer One Guarantee.
- v) **Repair Parts**
- 1) Contractor shall guarantee the availability of repair parts for a minimum of five (5) years after the Purchasing Entity's Acceptance of any Device.

- 2) All Device components, spare parts, application software, and ancillary Equipment that is supplied under this Master Agreement, must conform to Manufacturer specifications.
- 3) Contractor shall be responsible for ensuring that any repair parts are operable and installed in accordance with Manufacturer specifications.
- 4) Repair parts may be new, reconditioned, reprocessed or recovered.

vi) Replacement Equipment

- 1) If Purchasing Entity is not satisfied with any Device, Contractor will, at Purchasing Entity's written request, replace it without charge with an equivalent unit or, upon mutual agreement with the Purchasing Entity, with a Device of comparable features and capabilities.
- 2) Prior to installing a substitute Device, Contractor will be allowed thirty (30) days to remedy any quality or reliability issues.

vii) Service Zones

- 1) Unless otherwise specified in a Participating Addendum, Contractor shall adhere to the following Service Call Response Times based on the distance that their Service Base Location is from the Purchasing Entity:

Service Zone	Response Time
Within 50 miles of branch or Authorized Dealer location	4 - 6 business hours
50+ miles outside of branch or Authorized Dealer location	6 - 8 business hours

- 2) Service Call Response Times for any Konica Minolta printer shall be the following Business Day.
- 3) Repair or replacement of parts and/or Devices shall occur within four (4) Business Days of Contractor arriving at Purchasing Entity's location, with the following exception:
 - If Contractor is drop-shipping a new Device to replace a defective Device, then Purchasing Entity must receive the new Device within three (3) Business Days.
- 4) Contractor may charge different rates according to each Service zone.

viii) Service Logs

- 1) Contractors shall maintain a Service log which describes the maintenance and repair Services provided for each Device.
- 2) A no-cost copy of Service logs/reports must be provided to the Purchasing Entity or Participating State or Entity, within five (5) Business Days of the request.

ix) Equipment Relocation

- 1) Equipment relocation Services include dismantling, packing, transporting, and re-installing Equipment.
- 2) Contractor may charge for this Service based on the following table:

Service Zone	Distance from original placement of Device	Charge
1	Within the same building	No Charge Allowed*
2	Up to 50 miles from building in which Device was originally placed	Flat Rate Fee, plus Per Mile or Hourly Fee
3	More than 50 miles from building in which Device was originally placed	Flat Rate Fee, plus Per Mile or Hourly Fee

*Contractor may charge Purchasing Entities a mutually agreed upon price for special rigging in the event a Purchasing Entity's demographics require such rigging for Zone 1 relocation's. The price shall be agreed upon in writing by Contractor and Purchasing Entity prior to any Equipment relocation in Zone 1.

- 3) Contractor shall not charge for any fees incurred due to fuel or tolls.
- 4) Moves must be performed within thirty (30) calendar days of the Purchasing Entity request. Request may be verbal or written, but Contractor must confirm the request in writing and provide a date that the move will occur. Written confirmation must be sent to the Purchasing Entity within three (3) Business Days of request. In the event that there will be a delay in these Services, Contractor shall communicate with Purchasing Entity and agree on a mutually beneficial time-frame.

c) Meter Read Invoicing

- i) In order for Contractor to generate accurate invoices, Purchasing Entities shall provide meter reads within the Contractor's requested time-frame.
- ii) Invoices that are generated without receiving the proper meter read information from the Purchasing Entity will not be considered inaccurate.
- iii) The Purchasing Entity shall provide written notice of any such alleged invoicing issue and the Contractor will be allowed a thirty (30) day cure period to address any such issue. During the thirty (30) day cure period, the Purchasing Entity will not be assessed any late fees for failure to submit payment by the invoice due date.
- iv) 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.

d) Service Level Calculations

- i) At the discretion of the Participating State or Entity, Contractor shall produce reports that can be measured against the required SLA components. Refer to §4.4.3(e) for reporting requirements.
- ii) The Participating State or Entity shall determine how the reports will be utilized and whether liquidated damages will be assessed for failure to meet the SLA requirements. Any liquidated damages or penalty structure shall be defined in the Participating State or Entity's Participating Addendum.

e) Reporting. Contractor shall provide periodic reporting to all Purchasing Entities upon request. The reports shall be provided on a quarterly basis, or at the discretion of the Participating State or Entity. The report may include, but not be limited to, the following:

- 1) Up-time percentage (%) per fleet of Devices;
- 2) Number of Service Calls placed;
- 3) Response Time per Device;

- 4) Dates that Preventative Maintenance was performed, if applicable;
- 5) Hours of end-user training performed;
- 6) Estimated end of Useful Life per Device, based on current usage;
- 7) Location of Devices;
- 8) Click usage per Device; and
- 9) EPEAT certification level of each Device.

4.4.4. Software Subscriptions

- a) Software pricing shall be inclusive of available software patches and any updates.
- b) Purchasing Entities shall have the option to finance software subscriptions according to the lease and rental rates listed in Groups A, B, C, D, E, and F of the Master Agreement.
- c) Any new releases of software versions (upgrades) shall be chargeable to the Purchasing Entity; however, Contractor may not charge for the installation of the software upgrade.
- d) License fees and support fees shall remain firm throughout the term of the agreement.
- e) Software subscriptions shall not be subject to automatic renewals. Should there be any conflicting language between the software end user license agreement and the Master Agreement, the Master Agreement shall govern and control.
- f) Contractor shall be responsible for communicating all updates, patches, and new releases/versions to Purchasing Entities.
- g) Contractor shall provide a web-based or toll-free hotline during Normal Business Hours for Purchasing Entities to report software problems or answer software related questions.

4.5. Purchase, Lease, and Rental Programs

4.5.1. Contractor shall offer the following acquisition methods:

Financial Vehicle	Standard Terms Offered
Purchase	N/A
Fair Market Value Lease	18, 24, 36, 48 and 60 months
\$1 Buyout Lease	
Straight Lease	
Cancellable Rental	24, 36, 48 and 60 months

4.5.2. All Products on Contractor's Price List may be purchased, leased or rented, either as a packaged-deal, or stand-alone item.

4.5.3. Equipment Trade-In

- a) A Purchasing Entity shall have the option, at the Contractors sole discretion, and based upon Participating State or Entity regulations and laws, and Purchasing Entity policies, to do an Equipment Trade-In, when placing a purchase, lease or rental Order.
- b) The value for the Equipment Trade-In shall be negotiated by the Purchasing Entity and the Contractor, and shall not include any disposal or shipping fees.

4.5.4. Lease and Rental Rates

- a) Contractor shall include an estimated property tax amount in their lease and rental rates.

- b) The rate for any lease or rental shall remain fixed throughout the Initial Lease or Rental Term.
- c) Equipment Payments for Renewal Terms shall never exceed Master Agreement pricing.
- d) If a Purchasing Entity enters into a Renewal Term, then the Equipment Payment will be subject to the lease and rental rates listed in the most recent Price List(s) posted on the NASPO ValuePoint website.
- e) Contractor may update lease and rental rates on a quarterly basis to allow for changes in the financial market. The rates must be indexed against the US Daily Treasury Yield Curve Rates, or something similar, and must be the rate in effect at the end of each calendar quarter. Refer to <https://www.treasury.gov/resource-center/data-chart-center/interest-rates/Pages/TextView.aspx?data=yield> for additional information.
- f) On a quarterly basis, Contractor may update the personal property tax uplift on lease and rental rates based on the participation of states not listed in the RFP, or a change in the property tax assessed by a states that are listed in the RFP.
- g) Contractor shall offer Cotermious lease and rental rates to any Purchasing Entity wishing to add Products to an existing lease or rental agreement.

4.5.5. Leasing and Rental Overview

- a) 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 or assign payments to 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.
- b) A Purchasing Entity may lease or rent Equipment pursuant to the terms and conditions identified herein.
- c) Lease and rental agreements shall not be subject to automatic renewals.
- d) In the event that the term of a lease or rental agreement extends beyond the term of the Participating Addendum, the terms and conditions of this Master Agreement and Participating Addendum shall continue to apply.
- e) A lease or rental agreement issued prior to the termination of this Master Agreement and Participating Addendum, shall survive the termination of this Master Agreement and the Participating Addendum.
- f) With the exception of a \$1 Buyout Lease arrangement, or unless exercising the purchase option on an FMV Lease, a Purchasing Entity shall return the Equipment at the end of the Initial Lease or Rental Term, or at the end of the Renewal Lease or Rental Term, or the Contractor may pick the Equipment up, without any further financial obligations to the Purchasing Entity.
- g) Equipment pickups must be performed within thirty (30) calendar days of the end of the Initial or Renewal Term.
- h) Equipment returns must be performed within thirty (30) calendar days after the Contractor or Authorized Dealer provides return shipping instructions to the Purchasing Entity.
- i) Contractor shall be responsible for all Product pickup and return costs.

- j) The maximum term on any Initial Lease Term shall be 60 months.
- k) The length of a Renewal Term shall be at the discretion of the Participating State or Entity, but at no time shall the Renewal Term exceed the Useful Life of the Equipment.
- l) All Renewal Terms shall be billed on a monthly basis.

4.5.6. Leasing and Rental Options

a) FMV Lease

- i) A Purchasing Entity shall have the option to enter into an Initial Lease Term of 18, 24, 36, 48 or 60 months, at the discretion of the Participating State or Entity.
- ii) Upon the expiration of the Initial Lease Term, a Purchasing Entity may do one of the following:
 - 1) Exercise their purchase option;
 - 2) Renew the lease on a month to month basis, or a 12-month basis, at the discretion of the Participating State or Entity; or
 - 3) Return the Equipment to the Contractor, or have the Contractor pick the Equipment up.

b) \$1 Buyout Lease

- i) A Purchasing Entity shall have the option to enter into an Initial Lease Term of 18, 24, 36, 48 or 60 months, at the discretion of the Participating State or Entity.
- ii) Upon the expiration of the Initial Lease Term, the Contractor shall provide title to the Equipment to the Purchasing Entity, or as otherwise determined in a Participating Addendum, and the Purchasing Entity shall not be subject to any additional expense in order to assume possession of the Equipment.

c) Straight Lease

- i) A Purchasing Entity shall have the option to enter into an Initial Lease Term of 18, 24, 36, 48 or 60 months, at the discretion of the Participating State or Entity.
- ii) Upon the expiration of the Initial Lease Term, a Purchasing Entity may do one of the following:
 - 1) Renew the lease on a month to month basis, or a 12-month basis, at the discretion of the Participating State or Entity; or
 - 2) Return the Equipment to the Contractor, or have the Contractor pick the Equipment up.

d) Cancellable Rental

- i) A Purchasing Entity shall have the option to enter into an Initial Rental Term of 24, 36, 48 or 60 months, at the discretion of the Participating State or Entity.
- ii) A Purchasing Entity shall have the option to cancel the rental at any time throughout the term of the agreement, by providing the Contractor with a thirty (30) day prior written notice.
- iii) Upon the expiration of the Initial Lease Term, a Purchasing Entity may do one of the following:
 - 1) Renew the lease on a month to month basis, or a 12-month basis, at the discretion of the Participating State or Entity; or

- 2) Return the Equipment to the Contractor, or have the Contractor pick the Equipment up.

4.5.7. Leasing and Rental Terms and Conditions

a) Possession and Return of Lease and Rental Equipment

- i) Purchasing Entity is responsible for risk of loss to the Products while the Products are in Purchasing Entity's possession. Purchasing Entity shall be relieved of all risks of loss or damage to the Products during periods of transportation and de-installation.
- ii) Contractor or Authorized Dealer must notify a Purchasing Entity, in writing, of their End of Term (EOT) 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:
 - 1) Any acquisition or return options, based on the type of lease or rental agreement;
 - 2) Any renewal options, if applicable; and/or
 - 3) Hard drive removal and surrender cost, if applicable.
- iii) 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, unless otherwise specified in a Participating State or Entity's Participating Addendum.
- iv) If Purchasing Entity does not exercise the purchase or renewal option, it will immediately make the Product available to Contractor in as good of condition as when Purchasing Entity received it, except for ordinary wear and tear.

b) **Payment.** The first scheduled payment (as specified in the applicable Order), will be due following the Acceptance of the Products, or such later date as Contractor may designate. The remaining payments will be due on the same day of each subsequent month, unless otherwise specified in the applicable Order.

c) **Buyout to Keep Option.** A Purchasing Entity must notify the Contractor or Authorized Dealer, in writing, at least thirty (30) days in advance, if they wish to exercise the Buyout to Keep option on an FMV or \$1 Buyout Lease.

d) **Buyout to Return Option.** A Purchasing Entity must notify the Contractor or Authorized Dealer, in writing, at least thirty (30) days in advance, if they wish to exercise the Buyout to Return option on an FMV, \$1 Buyout or Straight Lease, and return the Equipment to the Contractor in good working condition (ordinary wear and tear excepted).

e) **Equipment Upgrade or Downgrade.** A Purchasing Entity may do an Equipment Upgrade or Downgrade on a lease or rental at any time throughout the term of the lease or rental agreement (limited to 10% or less of the entire fleet). The Purchasing Entity and the Contractor shall negotiate the price of the Equipment Upgrade or Downgrade, but at no time shall the total cost of the Equipment Upgrade or Downgrade be less than the remaining stream of Equipment Payments.

f) **Non-appropriation of Funds.** For qualified Purchasing Entities, the continuation of any lease or rental agreement will be subject to, and contingent upon, sufficient funds being made available by the Participating State Legislature and/or federal sources. The Purchasing Entity may terminate any such lease or rental agreement, 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 Purchasing Entity's funding sources are not available.

g) Assignment

- i) Purchasing Entity has no right to sell, transfer, encumber, sublet or assign the Product or any lease or rental agreement without Contractor's prior written consent (which consent shall not be unreasonably withheld).
- ii) Purchasing Entity agrees that Contractor may not sell or assign any portion of Contractor's interests in the Product and/or these Lease or Rental Terms or any Order for leases or rentals, without notice to Purchasing Entity even if less than all the payments have been assigned, except as provided for in §4.5.5(a) . In that event, the assignee (the "Assignee") will have such rights as Contractor assigns to them, but none of Contractor's obligations (Contractor will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that Purchasing Entity may have against Contractor.
- iii) No assignment to an Assignee will release Contractor from any obligations Contractor may have to Purchasing Entity.

h) Early Termination Charges

- i) Except in the case of Non-appropriation of funds for qualified Purchasing Entities, FMV, \$1 Buyout and Straight Leases shall be subject to an early termination charge, and shall involve the return of the Equipment (in good working condition; ordinary wear and tear excepted) by the Purchasing Entity to the Contractor. With respect to the Equipment, the termination charge shall not exceed the balance of remaining Equipment Payments (including any current and past due amounts), and with respect to Service or maintenance obligations, the termination charge shall not exceed four (4) months of the Service and Supply base charge or twenty-five percent (25%) of the remaining Maintenance Agreement term, whichever is less.
 - ii) Cancellable Rentals shall not exceed a termination charge of three (3) months of Total Monthly Payments, or as otherwise agreed to by the Participating State or Entity.
- i) Default.** Each of the following is a "default" under these lease and rental terms:
- i) Purchasing Entity fails to pay any payment or any other amount within forty-five (45) days (or as otherwise agreed to in a Participating Addendum) of its due date;
 - ii) Any representation or warranty made by Purchasing Entity in these lease or rental terms is false or incorrect and Purchasing Entity does not perform any of its obligations under these lease or rental terms, and this failure continues for forty-five (45) days (or as otherwise agreed to in a Participating Addendum) after Contractor has notified Purchasing Entity;
 - iii) Purchasing Entity or any guarantor makes an assignment for the benefit of creditors;
 - iv) Any guarantor dies, stops doing business as a going concern, or transfers all or substantially all of such guarantor's assets; or
 - v) Purchasing Entity stops doing business as a going concern or transfers all or substantially all of Purchasing Entity's assets.
- j) Remedies.** If a Purchasing Entity defaults on a rental or lease agreement, then Contractor, in addition to, or in lieu of, the remedies set forth in this Master Agreement, and Participating Addendum, may do one or more of the following:

- i) Cancel or terminate any or all Orders, and/or any or all other agreements that Contractor has entered into with Purchasing Entity;
- ii) Require Purchasing Entity to immediately pay to Contractor, as compensation for loss of Contractor's bargain and not as a penalty, a sum equal to:
 - 1) All past due payments and all other amounts payable under the lease or rental agreement;
 - 2) All unpaid payments for the remainder of the lease or rental term, discounted at a rate equal to three percent (3%) per year to the date of default; and
 - 3) Require Purchasing Entity to deliver the Product to Contractor per mutual arrangements.

4.6. Security Requirements

4.6.1. Network and Data Security

- a) Devices may be configured to include a variety of data security features. The set-up of such features shall be at the discretion of the Purchasing Entity, and all costs associated with their implementation must be conveyed by Contractor prior to Order placement.
- b) Contractor will not be permitted to download, transfer, or access print data stored on the Device in either hard drive or chip memory. Only system management accessibility will be allowed.
- c) Contractor shall ensure that delivery and performance of all Services shall adhere to the requirements and standards as outlined in each Participating State or Entity's Participating Addendum.

4.6.2. Sensitive Information. Sensitive information that is contained in any Legacy Equipment or applications shall be encrypted if practical. In addition, sensitive data will be encrypted in all newly developed applications. Since sensitive information is subjective, it shall be defined by each Participating State or Entity in their Participating Addendum.

4.6.3. Data Breach. Contractor shall have an incident response process that follows National Institute of Standards and Technology (NIST) standards as referenced in Special Publication 800-61, Revision 2 (available at <http://dx.doi.org/10.6028/NIST.SP.800-61r2>) and includes, at a minimum, breach detection, breach notification, and breach response.

4.6.4. Authentication and Access

- a) Any network connected Device must offer authentication for all features via LDAP and/or Windows AD, as well as the ability to disable authentication for any or all features.
- b) Any network connected Device must have the ability to connect via Dynamic Host Configuration Protocol (DHCP) or Static IP address.
- c) The credential information for any remote authentication method may not be maintained within the Device's memory.
- d) Access to the Device's administrative functions must be password protected per the Participating State or Entity requirements, and the default settings must be changed at the time of Equipment installation.

4.6.5. Hard Drive Removal and Surrender

- a) At Equipment install, the bizhub SECURE option may be available per Device for new Konica Minolta Equipment acquired under this Master Agreement. Value-added security functions can be enabled for:
 - i) Hard drive encryption;
 - ii) Hard drive lock password;
 - iii) Automatic deletion of temporary image data; and/or
 - iv) Data overwrite of electronic documents.
- b) At the end of the Lease or Rental Term, Contractor shall offer the following options for Konica Minolta Equipment only, and upon written request and authorization from the Purchasing Entity:
 - i) **As-is disposal.** Equipment will be picked up according to the respective terms and conditions of the Order, and disposed of accordingly in a responsible manner. The internal data of the Equipment will not be altered or modified in any way.
 - ii) **In-place data cleaning.** Where available, a Contractor field engineer will perform a "data overwrite" of the hard drive using built-in sanitization technology. The drive will be cleared of data and re-initialized in the Device before disposal. Availability of this option depends on model and configuration.
 - iii) **Hard Drive replacement and return.** At the time of disposal, the internal hard drive will be removed and sealed in a container that will be returned to the Purchasing Entity. A replacement hard drive will be installed and re-initialized with the generic Device control programs. Availability of this option depends on model and configuration.
- c) If Contractor takes possession of any Device at the Purchasing Entity's location, then they shall also remove any ink, toner, and associated Supplies (drum, fuser, etc.) and dispose of them in accordance with applicable law, as well as environmental, and health considerations, or as otherwise specified in a Participating Addendum.
- d) Hard drive sanitation shall be at no expense to the Purchasing Entity; however, Contractor may charge the Purchasing Entity a fee if the Purchasing Entity elects to keep the hard drive in their possession. Contractor must disclose the price for removal and surrender of the hard drive, prior to Order placement, and shall provide the Purchasing Entity with a copy of **Attachment I (Konica MFP Hard Drive Secure Disposal Terms and Conditions)**, and **Attachment H (Konica Hard Drive Disposal Options)**, as modified and approved by the Participating State or Entity.
- e) If the hard drive is not removable, or the Device does not contain a hard drive, then Contractor must convey this to the Purchasing Entity at the time of Order placement. In the case of a non-removable hard drive, §4.6.5(b)(ii) shall apply.
- f) If a Contractor is removing another Manufacturer's Equipment, they are not permitted to remove the hard drive. Only the Manufacturer or their Authorized Dealer shall remove hard drives in their own Devices. Contractor shall work with the Manufacturer to ensure the requirements pursuant to this Subsection are met to the best of their abilities.

4.7. Equipment Demonstration Requirements

- 4.7.1. Contractor must offer trial or demonstration Equipment for Group A, Group B, and if requested by the Purchasing Entity, Group C, Group D, Group E, and Group F.

- 4.7.2.** Trial or demonstration Equipment may be new or used; however, no used, Remanufactured, or Refurbished Devices shall be converted to a purchase, lease, or rental.
- 4.7.3.** At the discretion of the Participating State or Entity, and 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);
 - b)** The meter count on Group C Devices not exceed 50,000 copies total (i.e. b&w and color combined);
 - c)** The Device must be discounted by at least 5% off of this Master Agreement pricing for that same Device; and
 - d)** The Purchasing Entity and the Contractor indicate on the Order that the Device is a showroom model.
- 4.7.4.** Any trial or demonstration period shall not exceed thirty (30) calendar days.

4.8. Shipping and Delivery Requirements

- 4.8.1.** All Orders, regardless of quantity, shall be delivered to the Purchasing Entity within thirty (30) calendar days after Contractor receipt of Order, unless otherwise specified by a Purchasing Entity.
- 4.8.2.** Software related to the Device must be installed within five (5) Business Days of the Device installation, or as otherwise stated in an Order.
- 4.8.3.** All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. The minimum shipment amount, if any, will be found in the special terms and conditions. Any Order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.
- 4.8.4.** Responsibility and liability for loss or damage shall transfer to the Purchasing Entity upon delivery of the Product, except as to material defects, fraud and Contractor's warranty obligations, which shall remain with the Contractor.
- 4.8.5.** All deliveries shall be made during Normal Business Hours, which may vary for each Purchasing Entity of each Participating State.
- 4.8.6.** It shall be the responsibility of the Contractor to be aware of the delivery days and receiving hours for each Purchasing Entity.
- 4.8.7.** The Purchasing Entity shall not be responsible for any additional charges, should the Contractor fail to observe specific delivery days and receiving hours.
- 4.8.8.** The delivery days and delivery hours shall be established by the Purchasing Entity at the time of Order placement.
- 4.8.9.** All deliveries, with the exception of drop-shipped or desktop Products, shall be made to the interior location specified by the Purchasing Entity. Specific delivery instructions will be noted on the Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.

- 4.8.10. Products shall be packaged and labeled so as to satisfy all legal and commercial requirements applicable for use by any Purchasing Entity, and shall include, without limitation and if applicable, OSHA material safety data sheets, and shall conform to all statements made on the label.
- 4.8.11. Packages that cannot be clearly identified may be refused and/or returned at no cost to the Purchasing Entity.
- 4.8.12. **Laws and Regulations.** Any and all Products and Services offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

4.9. Equipment Installation Requirements

- 4.9.1. Prior to Order acceptance, Contractor must advise Purchasing Entity of any specialized installation and site requirements for the delivery and installation of Device. This information should include, but is not limited to, the following:
 - a) Air conditioning;
 - b) Electrical;
 - c) Special grounding;
 - d) Cabling;
 - e) Space;
 - f) Humidity and temperature limits; and
 - g) Other considerations critical to the installation.
- 4.9.2. The Purchasing Entity shall be responsible for furnishing and installing any special wiring or dedicated lines.
- 4.9.3. Network installation shall include configuration of the Device for the proper network protocols, and installation of the appropriate print drivers on up to five (5) computers per Device, or as otherwise specified in a Participating Addendum.
- 4.9.4. If applicable, all Devices must be set-up with Preventative Maintenance notifications turned on, and with the most environmentally responsible defaults enabled, including Energy Star saving settings.
- 4.9.5. Contractor may charge for excessive installation requirements, including rigging, access alterations, and access to non-ground floors via stairs. Any such excessive installation charges must be quoted to the Purchasing Entity prior to the signature of any Order, and shall be based on the actual expenditures of Contractor or Authorized Dealer. In addition, Contractor may charge for expedited shipping.
- 4.9.6. Contractor or Authorized Dealers shall affix a label or a decal to the Device at the time of installation which shows the name, address, and telephone number of Contractor or Authorized Dealer responsible for warranty Service of the Equipment.
- 4.9.7. Contractor shall clean-up and remove all debris and rubbish resulting from their work as required by the Purchasing Entity. Upon completion of the work, the premises shall be left in good repair and in an orderly, neat, clean, and unobstructed condition.

4.10. Inspection and Acceptance

- 4.10.1. All Products are subject to inspection at reasonable times and places before Acceptance.

- 4.10.2.** If the Product does not meet the standard of performance during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the standard of performance issue(s). If after the cure period, the Product still has not met the standard of performance, the Purchasing Entity may, at its option:
- a) Declare Contractor to be in breach and terminate the Order;
 - b) Demand replacement Product from Contractor at no additional cost to Purchasing Entity; or,
 - c) Continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be deemed Accepted and no charges shall be paid until the standard of performance is met.
- 4.10.3.** Purchasing Entity shall confirm delivery, installation and Acceptance of all Products covered by each purchase, lease, or rental Order, by signing a Delivery and Acceptance Certificate (D&A), as referenced in **Exhibit B (Sample D&A Certificate)**, which shows Acceptance of the Product(s) and allows Contractor to invoice for the Product(s).
- 4.10.4.** Purchasing Entity agrees to sign and return the D&A to Contractor (which, at mutual agreement, may be done electronically) within five (5) Business Days after any Product is installed, or as otherwise stated in a Participating Addendum.
- 4.10.5.** 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; however, it does not relieve the Contractor of liability for material (nonconformity that substantially impairs value) defects subsequently revealed when Products are put to use. Acceptance of such Products may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor shall be liable for any resulting expense incurred by the Purchasing Entity in relation to the preparation and shipping of Product(s) rejected and returned, or for which Acceptance is revoked.
- 4.10.6. Transfer of Title**
- a) Contractor shall have exclusive title to the Products being delivered and the Products shall be free and clear of all liens, encumbrances, and security interests. Title to the Device shall only pass to the Purchasing Entity upon:
 - i) Purchasing Entity up-front purchase of the Device;
 - ii) Purchasing Entity exercising the purchase option at the end of a Fair Market Value Lease;
 - iii) Upon expiration of a Purchasing Entity's \$1 Buyout Lease; or
 - iv) Purchasing Entity has secured Third Party financing and payment is being made directly to the Contractor by the Purchasing Entity.
 - b) Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.
- 4.10.7.** If any Services do not conform to Contract requirements, the Purchasing Entity may require the Contractor to perform the Services again in conformity with Contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to

Contract requirements; and reduce the Contract price to reflect the reduced value of Services performed.

4.11. Warranty Requirements

- 4.11.1. The Warranty period shall begin upon Acceptance of the Products, and shall be for a minimum of ninety (90) days for purchase, lease and rental Equipment.
- 4.11.2. Devices that are sold under this Master Agreement will come with the standard features as published on the Manufacturers website, and will not deviate from the stated specifications.
- 4.11.3. Products shall be in good working order, free from any defects in material and workmanship, and fit for the ordinary purposes they are intended to serve.
- 4.11.4. If defects are identified, per mutual agreement of Contractor and the Purchasing Entity, Contractors obligations shall be limited solely to the repair or replacement of Products proven to be defective upon inspection.
- 4.11.5. Replacement of Products shall be on a like-for-like basis and shall be at no cost to the Purchasing Entity.
- 4.11.6. Repair of defective parts and/or Devices shall be at no cost to the Purchasing Entity.
- 4.11.7. Upon significant failure of a Product, the warranty period shall commence again for the same amount of time as specified in §4.11.1. Significant failure shall be determined by the Participating State.
- 4.11.8. Contractor warranty obligations shall not apply if:
 - a) Product is installed, wired, modified, altered, or serviced by anyone other than Contractor and/or their Authorized Dealer;
 - b) If a defective or non-Contractor authorized Accessory, Supply, software, or part is attached to, or used in the Device; and
 - c) The Device is relocated to any place where Contractor Services are not available.
- 4.11.9. Contractor agrees to perform its Services in a professional manner, consistent with applicable industry standards.
- 4.11.10. It will be at the discretion of each Participating State or Entity to negotiate additional warranty requirements with the Contractor.
- 4.11.11. **Lemon Clause**
 - a) This clause shall apply to all Devices that are purchased, leased, or rented under this Master Agreement.
 - b) This clause shall not apply if Supplies are used in the Devices that were not manufactured, provided, or authorized by the Contractor.
 - c) The application period is thirty-six (36) months from the date of Acceptance.
 - d) This clause shall take precedence over any other warranty or Services clauses associated with this Master Agreement, or as specified by a Participating State or Entity in their Participating Addendum.

- e) A Purchasing Entity must maintain an uninterrupted Maintenance Agreement on all purchased Devices in order for this clause to apply past the initial ninety (90) day warranty.
- f) Any Device that fails (except due to operator error) to function in accordance with the Manufacturer's published performance specifications, four (4) times in any four (4) week period and/or is subject to recurring related problems, shall be replaced with a like-for-like Device that meets or exceeds the requirements of the original Device, at no cost to the Purchasing Entity.

4.12. Customer Service

4.12.1. Key Personnel. Contractor shall ensure that staff has been allocated appropriately to ensure compliance with this Master Agreement and subsequent Participating State or Entity requirements and that the individuals occupying the Key Personnel positions have adequate experience and knowledge with successful implementation and management of a national cooperative contract. Contractor shall ensure that there is always a single point of contact for the following positions:

- a) **Master Agreement Contract Administrator** - the Lead State's primary contact in regards to Contract negotiations, amendments, Product and Price List updates, and any other information or documentation relating to this Master Agreement;
- b) **NASPO ValuePoint Reporting Contact** - Responsible for submitting quarterly reports and the quarterly Administrative Fee to the appropriate personnel;
- c) **Master Agreement Marketing Manager** - Responsible for marketing this Master Agreement, as well as creating Participating State websites, and ensuring that all uploaded data and content is current; and
- d) **National Service Manager** - Responsible for overseeing the Regional Service Managers, Field Service Technicians, training, and inside Service operations. This position works with the Lead State Contract Administrator to ensure contractual obligations are met, while providing leadership for the Contractor's operations, as well as strategic planning of the Service department.

4.12.2. Contractor shall provide a single point of contact for each Participating State, who will handle any questions regarding the Products provided, as well as pricing, delivery, billing, status of Orders, customer complaints and escalated issues.

4.12.3. Contractor shall provide full Service and support for Products during Normal Business Hours.

4.12.4. Contractor shall have a designated customer service team who will be available by phone (via local or toll free number), fax, or email during Normal Business Hours.

4.12.5. Customer service representatives shall have online access to account information and will respond to inquiries concerning the status of Orders (shipped or pending), delivery, back-orders, pricing, Product availability, Product information, and account and billing questions.

5. ADMINISTRATION OF ORDERS

5.1. Ordering and Invoicing Specifications

5.1.1. Master Agreement Order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

5.1.2. Contractor shall accept procurement credit cards as a form of payment from Purchasing Entity, with no additional charge or fee assessed.

- 5.1.3.** Contractor shall provide a centralized billing option, upon request, and at the discretion of a Participating State or Entity.
- 5.1.4.** Authorized Dealers may invoice the Purchasing Entity directly, unless otherwise specified in a Participating Addendum.
- 5.1.5.** Contractor and/or Authorized Dealers may charge the Purchasing Entity a re-stocking fee for any Products that are not accepted. The amount of the fee shall be the lesser of 10% of the purchase price, or \$200.00, unless otherwise specified in a Participating Addendum.
- 5.1.6.** Contractor may bill property tax separately or as otherwise indicated in a Participating Addendum or an Order.
- 5.1.7.** Contractor and/or Authorized Dealers may estimate meter reads if a Purchasing Entity fails to submit the required information within the specified time-frame.
- 5.1.8.** This Master Agreement permits Purchasing Entities to define project-specific requirements and informally compete the requirement among other contractors having a NASPO ValuePoint Master Agreement, on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to Purchasing Entity rules and policies. The Purchasing Entity may, in its sole discretion, determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.
- 5.1.9.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of Products, and/or Services contemplated by this Master Agreement.
- 5.1.10.** Contractor shall not begin work without a valid purchase order or other appropriate commitment document compliant with the law of the Purchasing Entity.
- 5.1.11.** Orders must be placed consistent with the terms of this Master Agreement, and only during the term of this Master Agreement.
- 5.1.12.** All Orders pursuant to this Master Agreement, at a minimum, shall include:
 - a) Name of Purchasing Entity;
 - b) The name, phone number, and address of the Purchasing Entity representative;
 - c) Order date;
 - d) Description of the Product and/or Service ordered;
 - e) Model number;
 - f) Serial number;
 - g) Price;
 - h) This Master Agreement number; and
 - i) Any additional information required by the Participating Entity.
- 5.1.13.** All software Orders must reference the Manufacturer's most recent release or version of the Product, unless the Purchasing Entity specifically requests a different version.

- 5.1.14.** All communications concerning administration of Orders placed shall be furnished solely to the authorized individual within the Purchasing Entity's location, or to such other individual identified in writing in the Order.
- 5.1.15.** Contractor shall not issue an invoice until the Purchasing Entity has confirmed Acceptance, per §4.10.3.
- 5.1.16.** Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
- 5.1.17. Internet-based Portal and Electronic Catalogs.** If Contractor provides the ability to place an Order through an internet-based portal or electronic catalog, then Contractor shall maintain all necessary hardware, software, backup-capacity and network connections required to operate that internet-based portal or electronic catalog. In addition, Contractor shall adhere to the following requirements:
- a) The internet-based portal or electronic catalog shall clearly designate that the Products are part of this NASPO ValuePoint Master Agreement, and shall link to the Participating State or Entity's designated web location;
 - b) All Environmentally Preferable Products (EPP) shall be clearly listed;
 - c) If the Contractor's electronic catalog will either be hosted on or accessed through the Participating State's eCommerce system, then Contractor shall comply with all policies, procedures and directions from the Participating State or Entity in relation to hosting its catalog on or making its catalog accessible through that system;
 - d) All information made available through the Participating State or Entity's eCommerce system is accurate and complies with this Master Agreement and the Participating Addendum; and
 - e) Paper catalogs or catalogs on other digital media must be supplied to the Participating State or Entity upon request.
- 5.1.18.** Substitutions are not allowed. If an ordered Product is out-of-stock, Contractor shall notify the Purchasing Entity and request approval before substituting for the out-of-stock item. Contractor's request to substitute shall explain how the substituted Product compares with the out-of-stock item. Any substitute Product offered must be on this Master Agreement Price List.
- 5.1.19.** Notwithstanding the expiration or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery Order arrangement priced against this Master Agreement, may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery Order agreement.
- 5.1.20.** Contractor's process for resolving disputed invoices, issuing refunds and/or credit, and addressing over-payments as well as Product returns is as follows:
- a) Purchasing Entity shall contact the Contractor via email or the 800 customer service number provided on the invoice;
 - b) If the Customer Service team is not able to resolve the issue, then the call will be escalated to the Master Agreement Contract Administrator;

- c) If Contractor agrees to Purchasing Entity's dispute, the Purchasing Entity's account shall be credited. If the Master Agreement Contract Administrator does not agree with the Purchasing Entity's dispute, then the Purchasing Entity can request further review by the Director of Bids and Administration.

In all instances of dispute resolution, the Purchasing Entity may contact the Participating State Contract Administrator, or the Lead State for assistance in resolving the dispute.

5.2. Payment

Payment for completion of a Contract Order is normally made within thirty (30) days following the date the entire Order is delivered or the date a correct invoice is received, whichever is later. After forty-five (45) days, the Contractor may assess overdue account charges up to a maximum rate of one (1) percent per month on the outstanding balance.

6. GENERAL PROVISIONS

6.1. Insurance

- 6.1.1. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option; result in termination of its Participating Addendum.
- 6.1.2. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:
 - a) Commercial General Liability covering premises operations, Independent Contractors, Products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence, \$2 million general aggregate, \$2 million Products and completed operations aggregate and \$50,000 and any one fire. If any aggregate limit is reduced below \$2,000,000 because of claims made or paid, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the Participating Entity, a certificate or other document satisfactory to the Participating Entity, showing compliance with this provision.
 - b) Cyber Liability covering claims and losses with respect to network, internet (Cloud) or other data disclosure risks (such as data breaches, releases of Confidential Information, unauthorized access/use of information, and identity theft) with minimum limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
 - c) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
 - d) Automobile Liability covering any auto (including owned, hired and non-owned), with a minimum limit of \$1,000,000 each accident combined single limit.
- 6.1.3. Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.
- 6.1.4. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that:

- a) Names the Participating States identified in the Request for Proposal as additional insured's, and;
- b) Provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.

6.1.5. Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within seven (7) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within fifteen (15) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

6.1.6. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Order.

6.2. Records Administration and Audit

6.2.1. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or Orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any Order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

6.2.2. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of this Master Agreement or Orders, or underpayment of fees found as a result of the examination of the Contractor's records.

6.2.3. The rights and obligations herein right exist in addition to any quality assurance obligation in this Master Agreement requiring the Contractor to self-audit Contract obligations and that permits the Lead State to review compliance with those obligations.

6.3. Confidentiality, Non-Disclosure, and Injunctive Relief

6.3.1. Confidentiality. Contractor acknowledges that it and its employees or Authorized Dealers may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity's or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or Authorized Dealers in the performance of this Master Agreement, including, but not necessarily limited to:

- a) Any Purchasing Entity's records;
- b) Personnel records;
- c) Information concerning individuals is Confidential Information of Purchasing Entity. Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that:
 - i) Is or becomes (other than by disclosure by Contractor) publicly known;
 - ii) Is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement;
 - iii) Is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement;
 - iv) Is obtained from a source other than Purchasing Entity without the obligation of confidentiality;
 - v) Is disclosed with the written consent of Purchasing Entity; or
 - vi) Is independently developed by employees, Dealers or Subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

6.3.2. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and Authorized Dealers of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

6.3.3. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal

remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

6.3.4. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

6.3.5. The rights granted to Purchasing Entities, and the Contractor obligations under this section shall also extend to the cooperative's Confidential Information, defined to include Participating Addenda, as well as Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to **§6.2, Records Administration and Audit**. To the extent permitted by law, Contractor shall notify the Lead State of any entity seeking access to the Confidential Information described in this subsection.

6.4. License of Pre-Existing Intellectual Property

Contractor grants to the Purchasing Entity a non-exclusive, limited license to use the Intellectual Property and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property") for all purposes necessary or appropriate to the authorized use of the Equipment to which the Pre-existing Intellectual Property is embedded or associated. Pre-existing Intellectual Property shall not be sold or transferred separate from the associated Equipment. The license shall be subject to any third party rights in the Pre-existing Intellectual Property. Contractor shall obtain, at its own expense, on behalf of the Purchasing Entity, written consent of the owner for the licensed Pre-existing Intellectual Property.

6.5. Public Information

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

6.6. Assignment/Subcontracts

6.6.1. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

6.6.2. The Lead State reserves the right to assign any rights or duties, including written assignment of Contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint.

6.7. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's Key Personnel, in writing within ten (10) calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed in the Contractor's proposal.

6.8. Independent Contractor

6.8.1. Contractor shall perform duties as an Independent Contractor, and not as an employee. Neither the Contractor nor any employee or Authorized Dealer of the Contractor, shall be or deemed to be an employee of the Lead State, NASPO ValuePoint, and/or any Participating State or Entity.

6.8.2. Contractor acknowledges that its employees are not entitled to unemployment insurance benefits unless the Contractor or a Third Party provides such coverage, and that the Lead State, NASPO

ValuePoint and any Participating State or Entity does not pay for or otherwise provide such coverage.

6.8.3. Contractor shall have no authority to bind the Lead State, NASPO ValuePoint and any Participating State or Entity to any agreements, liability, or understanding except as may be expressly set forth in this Master Agreement, Participating Addendum or an Order.

6.9. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of this Master Agreement.

6.10. Defaults and Remedies

6.10.1. The occurrence of any of the following events shall be an event of default under this Master Agreement:

- a) Nonperformance of contractual requirements; or
- b) A material breach of any term or condition of this Master Agreement; or
- c) Any certification, representation or warranty by Contractor in this Master Agreement that proves to be untrue or materially misleading; or
- d) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- e) Any default specified in another section of this Master Agreement.

6.10.2. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of thirty (30) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part, if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis.

6.10.3. If Contractor fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:

- a) Exercise any remedy provided by law;
- b) Terminate this Master Agreement and any related Contracts or portions thereof;
- c) Impose liquidated damages as provided in this Master Agreement;
- d) Suspend Contractor from being able to respond to future Solicitations;
- e) Suspend Contractor's performance; and
- f) Withhold payment until the default is remedied.

6.10.4. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in this Master Agreement, in addition to those set forth in its Participating Addendum.

6.10.5. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

6.11. Waiver of Breach

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or an Order.

6.12. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

6.13. Indemnification

6.13.1. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from act(s), error(s), or omission(s) of the Contractor, its employees or Subcontractors or volunteers, at any tier, relating to the performance under this Master Agreement.

6.13.2. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim").

6.13.3. The Contractor's obligations under this section shall not extend to any combination of the Product with any other Product, system or method, unless the Product, system or method is:

- a) Provided by the Contractor or the Contractor's subsidiaries or affiliates;
- b) Specified by the Contractor to work with the Product;
- c) Reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available Product, system or method capable of performing the same function; or
- d) It would be reasonably expected to use the Product in combination with such Product, system or method.

6.13.4. The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the

Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

6.14. No Waiver of Sovereign Immunity

6.14.1. In no event shall this Master Agreement, any Participating Addendum or any Contract or any Purchase Order issued thereunder, or any act of a Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

6.14.2. This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

6.15. Governing Law and Venue

6.15.1. The construction and effect of this Master Agreement shall be governed by the laws of the Lead State. Venue for any administrative or judicial action relating to this Master Agreement shall be in the City and County of Denver, Colorado.

6.15.2. The construction and effect of any Participating Addendum or Order against this Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

6.15.3. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): The Lead State for claims relating to the procurement, evaluation, award, or Contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party.

6.16. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any Goods or Services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

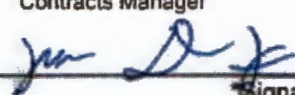
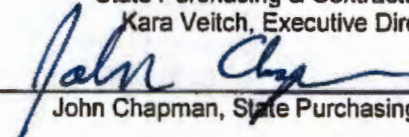
6.17. Contract Provisions for Orders Utilizing Federal Funds

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-

Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

THE PARTIES HERETO HAVE EXECUTED THIS MASTER AGREEMENT

* Individual signing for Contractor hereby swears and affirms that they are authorized to act on Contractor's behalf and acknowledge that the Lead State is relying on their representations to that effect.

<p>CONTRACTOR Konica Minolta Business Solutions U.S.A., Inc.</p> <p>By: Jack Dixon Title: Contracts Manager</p> <p>By: <u></u> Signature</p> <p>Date: August 1, 2019</p>	<p>STATE OF COLORADO Jared S. Polis, Governor Department of Personnel & Administration State Purchasing & Contracts Office Kara Veitch, Executive Director</p> <p>By: <u></u> John Chapman, State Purchasing Manager</p> <p>Date: <u>8/6/19</u></p>
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ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Master Agreement is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any Goods and/or Services provided hereunder.

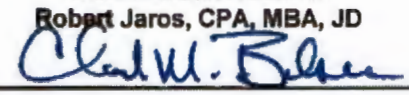
<p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: <u></u></p> <p>Date: <u>8/8/19</u></p>

EXHIBIT A, PRICE LISTS

- Group A Price List (posted as separate file)**
- Group B Price List (posted as separate file)**
- Group C Price List (posted as separate file)**
- Group D Price List (posted as separate file)**
- Group E Price List (posted as separate file)**
- Group F Price List (posted as separate file)**
- MPS Price List (posted as separate file)**
- Software Price List (posted as separate file)**
- Accessories for Discontinued Base Units Price List (posted as separate file)**

EXHIBIT B, SAMPLE D&A CERTIFICATE

**NASPO VALUEPOINT MASTER AGREEMENT NO. 140597
AND THE STATE OF Insert Name of Participating State PARTICIPATING
ADDENDUM NO.
WITH Konica Minolta Business Solutions U.S.A., Inc.**

To: Insert Name of Contractor or Authorized Dealer

Pursuant to the provisions of the Master Agreement and Participating Addendum, Purchasing Entity hereby certifies and warrants that (a) all Equipment described in the Order has been delivered and installed; (b) Purchasing Entity has inspected the Equipment, and all such testing as it deems necessary has been performed by Purchasing Entity and/or Contractor to the Satisfaction of Purchasing Entity; and (c) Purchasing Entity accepts the Equipment for all purposes of the Order.

Insert name of Purchasing Entity

By: _____

Title: _____

Date: _____

EXHIBIT C, AUTHORIZED DEALERS BY STATE

Konica Dealer List (posted as separate file)

EXHIBIT D, AUTHORIZED DEALER FORM

Manufacturer Name: _____

(Check one)

- The Dealer listed below is authorized to provide Products and Services in accordance with the NASPO ValuePoint Copiers and Managed Print Services Master Agreement.
- The Dealer listed below will no longer provide Products and Services under the NASPO ValuePoint Copiers and Managed Print Services Master Agreement for the following reason:

State(s) Serviced by Dealer:	
Dealer Name:	
Address:	
Phone (include Toll-Free, if available):	
Contact Person(s):	
Email Address:	
FEIN:	

Signed: _____
(Contractor Representative)

Date: _____

Signed: _____
(Authorized Dealer Representative)

Date: _____

(Print First and Last Name of Authorized Dealer Representative)

EXHIBIT E, NASPO VALUEPOINT DETAILED SALES REPORTING TEMPLATE



NASPO ValuePoint
Detailed Sales Repo

ATTACHMENT A, KONICA MASTER PREMIER ADVANTAGE AGREEMENT

For office use only (Check one): Branch Windsor



KONICA MINOLTA

Master Premier Advantage Agreement

APPLICATION NUMBER

AGREEMENT NUMBER

This Master Premier Advantage Agreement ("Agreement") is written in "Plain English". The words you and your, refer to the customer (and its guarantors). The words Lessor, we, us and our, refer to Konica Minolta Premier Finance, a program of Konica Minolta Business Solutions U.S.A., Inc., its subsidiaries and affiliates. (Supplier)

CUSTOMER INFORMATION

FULL LEGAL NAME			STREET ADDRESS		
CITY	STATE	ZIP	PHONE*	FAX	
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS		
CITY	STATE	ZIP	E-MAIL		
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)					

*By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Lessor and its affiliates and agents. This Express Consent applies to each such telephone number that you provide to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

CUSTOMER ONE GUARANTEE

The Konica Minolta equipment leased in this Agreement is covered under Konica Minolta's Customer One Guarantee. A copy of the Guarantee can be obtained at your local branch or www.kmbs.konicaminolta.us.



TERMS AND CONDITIONS (THIS AGREEMENT CONTAINS PROVISIONS SET FORTH BELOW, ALL OF WHICH ARE MADE A PART OF THIS AGREEMENT)

1. LEASE AGREEMENT

You agree to lease from us the personal property as identified in Schedules to this Master Premier Lease Agreement from time to time signed by you and us (such property and any upgrades, replacements, repairs and additions referred to as "Equipment") for business purposes only. You may issue Purchase Orders that incorporate by reference, the Master Premier Lease Agreement and the related Non Appropriation Rider and if so incorporated by reference, each such Purchase Order will constitute a Schedule for the purposes of this Master Premier Lease Agreement. Each Schedule is a separate assignable lease. To the extent the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such property shall be referred to as the "Software". You agree to all of the terms and conditions contained in this Agreement and any Schedule, which, along with the terms and conditions in the Master Agreement and Participating Addendum are a complete statement of our Agreement regarding the leased equipment ("Agreement"). This Agreement may be modified only by written Agreement and not by course of performance. This Agreement becomes void upon expiration by or for us. The Equipment is deemed accepted by you under the applicable Schedule unless you notify us within five (5) days of delivery that you do not accept the Equipment and specify the defect or malfunction. In that event, at our sole option, we or our designee will replace the defective item of Equipment or this Agreement will be canceled and we or our designee will repossess the Equipment. You agree that, upon our request, you will sign and deliver to us a delivery and acceptance certificate confirming your acceptance of the Equipment leased to you. This Agreement will continue from the Billing Date for the Term shown. Any extension or renewal of the Term will be in accordance with the Term extension and renewal terms and conditions of the NASPO ValuePoint (led by the State of CO) Contract Number 140567 as modified by that certain Participating Addendum between you and Konica Minolta Business Solutions U.S.A., Inc. THE BASE RENTAL PAYMENT SHALL BE ADJUSTED PROPORTIONATELY UPWARD OR DOWNWARD, IF THE ACTUAL COST OF THE EQUIPMENT EXCEEDS OR IS LESS THAN THE ESTIMATE PROVIDED TO LESSEE. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You authorize us to insert or correct missing information on this lease including your proper legal name, serial numbers, other numbers describing the Equipment and other related factual matters, providing they do not contradict the language in the Master Agreement or Participating Addendum. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignee or third parties having an economic interest in this Agreement, any Schedule or the Equipment.

2. RENT: Rent will be payable in installments, each in the amount of the Monthly Payment (or other periodic payment) shown plus any applicable sales and/or use tax. If we pay any tax on your behalf, you agree to reimburse us promptly along with a processing fee. Subsequent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period or as otherwise agreed. We will have the right to apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. Your obligation to make all Monthly Payments (or other periodic payment) hereunder is absolute and unconditional and you cannot withhold or offset against any Monthly Payments (or other periodic payment) for any reason. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wire only. You also agree cash and cash equivalents are not acceptable forms of payment for this Agreement and that you will not remit such forms of payment to us. WE BOTH INTEND TO COMPLY WITH ALL APPLICABLE LAWS. IF IT IS DETERMINED THAT YOUR PAYMENTS UNDER THIS AGREEMENT OR UNDER A SCHEDULE RESULT IN AN INTEREST PAYMENT HIGHER THAN ALLOWED BY APPLICABLE LAW, THEN ANY EXCESS INTEREST COLLECTED WILL BE APPLIED TO AMOUNTS THAT ARE LAWFULLY DUE AND OWING UNDER THIS AGREEMENT OR WILL BE REFUNDED TO YOU. IN NO EVENT WILL YOU BE REQUIRED TO PAY ANY AMOUNTS IN EXCESS OF THE LEGAL AMOUNT.

(Continued on back)

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT: THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

LESSOR ACCEPTANCE

Konica Minolta Premier Finance

LESSOR

AUTHORIZED SIGNER

TITLE

DATED

CUSTOMER ACCEPTANCE

X

FULL LEGAL NAME OF CUSTOMER (as referenced above)

AUTHORIZED SIGNER

DATED

FEDERAL TAX ID #

PRINT NAME

TITLE

To help the Government fight the funding of terrorism and money laundering activities, Federal Law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this requires is when you open an account, we will ask for your name, address and other information that will allow us to identify you. We may also ask to see identifying documents. See reverse side for additional terms and conditions.

KMPF0007 - US 09/17/18

3. MAINTENANCE AND SUPPLIES The charges established by this Agreement include payment for the use of the designated Equipment and accessories, maintenance by Supplier including inspection, adjustment, parts replacement, drums and cleaning material required for the proper operation as well as toner, developer, copy cartridges and pm kits. All supplies are the property of Supplier until used. If your use of supplies exceeds the typical use pattern (as determined solely by Supplier) for these items by more than 10%, or should Supplier, in its sole discretion, determine that Supplies are being abused in any fashion, you agree to pay for such improper or excess use. Paper must be separately purchased by you. A page is defined as one meter click and varies by page size as follows: 8.5"x11" = 1 click, 11"x17" = 2 clicks. You agree to provide Supplier free and clear access to the equipment and Supplier will provide labor or routine, remedial and preventive maintenance service as well as remedial parts. All part replacements shall be on an exchange basis with new or refurbished items. Emergency service calls will be performed at no extra charge during normal business hours (defined as 8:00am to 5:00pm, Monday through Friday, exclusive of holidays observed by Supplier). Overtime charges at contract rates, will be charged for all service calls outside normal business hours. Supplier will not be obligated to provide service or repairs in the event of misuse or casualty and will charge you separately if such repairs are made. If necessary, the service and supply portion of this Agreement may be assigned. You acknowledge that (a) the Supplier (and not Lessor or its assignees) is the sole party responsible for any service, repair or maintenance of the Equipment and (b) the Supplier (not Lessor or its assignees) is the party to any service maintenance agreement.

4. OWNERSHIP OF EQUIPMENT We are the Owner of the Equipment and have sole title (unless you have a \$1.00 purchase option) to the Equipment (excluding software). You agree to keep the equipment free and clear of all liens and claims.

5. WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENT OR REPRESENTATIONS MADE BY US. WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS". You acknowledge that none of Supplier or their representatives are our agents and none of them are authorized to modify the terms of this Agreement or any Schedule. No representation or warranty of Supplier with respect to the Equipment will bind us, nor will any breach thereof relieve you of any of your obligations hereunder. You are aware of the name of the manufacturer or supplier of each item of Equipment and you will contact the manufacturer or supplier for a description of your warranty rights. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, the manufacturer or Supplier of the Equipment. **THIS AGREEMENT AND EACH SCHEDULE CONSTITUTES A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** You agree that the Customer One Guarantee is a separate and independent obligation of Supplier to you, that no assignee of the Lessor shall have any obligation to you with respect to the Guarantee and that your obligations under this Agreement are not subject to setoff, withholding, reduction, counterclaim or defense for any reason whatsoever including, without limitation, any claim you may have against Supplier with respect to the Customer One Guarantee.

6. LOCATION OF EQUIPMENT You will keep and use the Equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the Agreement's term, if you do not purchase the Equipment, you will make the Equipment available for pick-up in retail resalable condition (normal wear and tear acceptable), full working order and in complete repair.

7. LOSS OR DAMAGE. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid Monthly Payments (or other periodic payments shown) for the full Agreement term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at four percent (4%) per year. Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney in fact to execute in your name any insurance drafts or checks issued due to loss or damage to the Equipment.

8. INDEMNITY We are not responsible for any loss or injuries caused by the installation or use of the Equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury or death caused by the Equipment. We reserve the right to control the defense and to select or approve defense counsel. This indemnity survives the expiration or termination of this Agreement.

9. TAXES AND FEES

You agree to pay when invoiced all sales and/or use taxes and fees relating to this Agreement or the Equipment unless a valid exemption certificate is supplied. We will file all tax returns. We reserve the right to charge a fee upon termination of this Agreement either by trade-out, buy-out or default. Any fee charged under this Agreement may include a profit and is subject to applicable sales and/or taxes.

10. ASSIGNMENT YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT. You agree that if we sell, assign, or transfer this Agreement and/or the Equipment, the new lessor will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of the new Lessor will not be subject to any claims, defenses, or set offs that you may have against the Supplier. The cost of any Equipment, Software, services and other elements of this Agreement has been negotiated between you and the Supplier. None of Lessor's assignees will independently verify any such costs. Lessor's assignees will be providing funding based on the payment you have negotiated with Supplier. You are responsible for determining your accounting treatment of the appropriate tax, legal financial and accounting components of this Agreement.

11. DEFAULT AND REMEDIES

a) If you do not pay any lease payment or other sum due to us within forty-five (45) days of when due or other party when due or (b) if you break any of your promises in the Agreement or any other Agreement with us or (c) if you, or any guarantor of your obligations become insolvent or commence bankruptcy or receivership proceedings or have such proceedings commenced against you, you will be in default. If any part of a payment is more than three (3) days late, you agree to pay a late charge of one percent (1%) of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may do any one or all of the following: (a) instruct Supplier to withhold service, parts and supplies and / or void the Customer One Guarantee, (b) terminate or cancel this Agreement and/or any and all Schedules and you agree to compensate us, not as a penalty by paying the sum of: (i) all past due and current Monthly Payments (or other periodic payments) and charges due under this Agreement and any Schedule, (ii) the present value of all remaining Monthly Payments (or other periodic payments) and charges for the remainder of the term of such Schedule, discounted at the rate of four percent (4%) per annum (or the lowest rate permitted by law, whichever is higher), and (iii) the present value (at the same discount rate as specified in clause (i) above) of the amount of any purchase option with respect to the Equipment or, if none is specified, our encumbered value of the Equipment at the end of the initial term of such Schedule (or any renewal thereof), and (c) require you to return the Equipment to us to a location designated by us (and with respect to any Software, (i) immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software, (ii) demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale, and/or (iii) require the Software supplier to terminate the Software license, support and other services under the Software license.) We may recover interest on any unpaid balance at the rate of four percent (4%) per annum but in no event more than the lawful maximum rate. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of Lessor or its Assignee or any other law. You agree to pay our reasonable costs of collection and enforcement, including but not limited to attorney's fees and actual court costs relating to any claim arising under this Agreement including, but not limited to, any legal action or referral for collection. If we have to take possession of the Equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed Equipment will be credited against what you owe us. **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY REASON WHATSOEVER.** You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. All of our rights are cumulative. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive lessee's rights under Article 2A (508-522) of the UCC.

12. UCC FININGS You grant us a security interest in the Equipment if this Agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument in order to show our interest in the Equipment.

13. CONSENT TO LAW JURISDICTION AND VENUE. This Agreement shall be deemed fully executed and performed in the state of Lessor or its Assignee's principal place of business and shall be governed by and construed in accordance with its laws. If the Lessor or its Assignee shall bring any judicial proceeding in relation to any matter arising under the Agreement, the Customer irrevocably agrees that any such matter may be adjudged or determined in any court or courts in the state of the Lessor or its Assignee's principal place of business, or in any court or courts in Customer's state of residence, or in any other court having jurisdiction over the Customer or assets of the Customer, all at the sole election of the Lessor. The Customer hereby irrevocably submits generally and unconditionally to the jurisdiction of any such court so elected by Lessor in relation to such matters. **BOTH PARTIES WAIVE TRIAL BY JURY IN ANY ACTION BETWEEN US.**

14. LESSEE GUARANTEE. You agree, upon our request, to submit the original of this Agreement and any schedules to the Lessor via overnight courier the same day of the facsimile or other electronic transmission of the signed Agreement and such schedules. Both parties agree that this Agreement and any schedules signed by you, whether manually or electronically, and submitted to us by facsimile or other electronic transmission shall upon execution by us (manually or electronically as applicable), be binding upon the parties. This lease may be executed in counterparts and any facsimile, photographic and/or other electronic transmission of this lease which has been manually or electronically signed by you when manually or electronically counter-signed by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes (including any enforcement action under paragraph 12) and will be admissible as legal evidence thereof. Both parties waive the right to challenge in court the authenticity of a faxed, photographic, or other electronically transmitted or electronically signed copy of this Agreement and any schedule.

15. OVERAGES AND COST ADJUSTMENTS You agree to comply with any billing procedures designated by us, including notifying us of the meter reading on the Billing Date. If meter readings are not received, we reserve the right to estimate your usage and bill you for that amount. We may bill you a per page charge for all pages produced between the date of your final invoice and the date when you satisfy your obligations under this Agreement and either purchase or return the equipment to us.

16. COMPUTER SOFTWARE Notwithstanding any other terms and conditions of this Agreement, you agree that as to software only: a) We have not had, do not have nor will have any title to such software, b) You have executed or will execute a separate software license Agreement and we are not a party to and have no responsibilities whatsoever in regards to such license Agreement, c) You have selected such software and as per Agreement paragraph 5 **WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR DEFECTIVE NATURE OF SUCH SOFTWARE, SYSTEMS INTEGRATION, OR OTHERWISE IN REGARDS TO SUCH SOFTWARE. CUSTOMER'S LEASE PAYMENTS AND OTHER OBLIGATIONS UNDER THIS LEASE AGREEMENT SHALL IN NO WAY BE DIMINISHED ON ACCOUNT OF OR IN ANY WAY RELATED TO THE ABOVE SAID SOFTWARE LICENSE AGREEMENT OF FAILURE IN ANY WAY OF THE SOFTWARE.**

ATTACHMENT B, KONICA MASTER PREMIER ADVANTAGE SCHEDULE



KONICA MINOLTA

Master Premier Advantage Schedule

For office use only (Check one) Branch Windsor

APPLICATION NO.	MASTER AGREEMENT NO.	SCHEDULE NO.
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CUSTOMER BILL - TO INFORMATION (Separate schedules must be completed for each billing location.)

FULL LEGAL NAME _____

STREET ADDRESS / P.O. BOX _____

CITY	STATE	ZIP	BILLING CONTACT NAME
------	-------	-----	----------------------

BILL-TO PHONE NUMBER*	FAX NUMBER	E-MAIL
-----------------------	------------	--------

*By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Lessor and its affiliates and agents. This Express Consent applies to each such telephone number that you provide to us now or in the future and permits such calls, text messages and messages that incur service fees from your cellular provider.

CUSTOMER INSTALLATION LOCATION

LESSEE LEGAL NAME _____

STREET ADDRESS _____

CITY	STATE	ZIP	CONTACT NAME
------	-------	-----	--------------

PHONE NUMBER	FAX NUMBER
--------------	------------

Make/Model/Accessories (including Software Description and Supplier - Licensor if applicable) Asset Invoice Information Serial Number Start Meter Read(s)

See attached Schedule A for additional Equipment / Accessories / Software

TERM AND PAYMENT SCHEDULE

TERM IN MONTHS	# of payments	Payment Frequency	Payment Amount <small>(plus applicable taxes)</small>	Advance Payment <small>(plus applicable taxes)</small>
		<input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly	\$ _____	\$ _____
Payment includes _____ B&W pages per month			Overages billed _____ at \$ _____ per B&W page	
Payment includes _____ Color pages per month			Overages billed _____ at \$ _____ per Color page	

THIS SCHEDULE INCORPORATES ALL OF THE TERMS AND CONDITIONS OF THE MASTER PREMIER ADVANTAGE AGREEMENT IDENTIFIED ABOVE.

LESSOR ACCEPTANCE

Konica Minolta Premier Finance			
LESSOR	AUTHORIZED SIGNER	TITLE	DATED

CUSTOMER ACCEPTANCE

	X		
FULL LEGAL NAME OF CUSTOMER (as referenced above)	AUTHORIZED SIGNER	TITLE	DATED
FEDERAL TAX ID #	PRINT NAME	TITLE	

ATTACHMENT C, KONICA MASTER PREMIER LEASE AGREEMENT



For office use only (Check one): Windsor Dealer



Master Premier Lease Agreement

APPLICATION NUMBER

AGREEMENT NUMBER

This Master Premier Lease Agreement ("Agreement") is written in "Plain English". The words you and your, refer to the customer (and its guarantors). The words Lessor, we, us and our, refer to Konica Minolta Premier Finance, a program of Konica Minolta Business Solutions U.S.A., Inc., its subsidiaries and affiliates. (Supplier)

CUSTOMER INFORMATION

FULL LEGAL NAME			STREET ADDRESS	
CITY	STATE	ZIP	PHONE	FAX
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
CITY	STATE	ZIP	E-MAIL	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				

By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, pre-recorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Lessor and its affiliates and agents. This Express Consent applies to each such telephone number that you provide to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

SUPPLIER INFORMATION

NAME OF SUPPLIER			STREET ADDRESS	
CITY	STATE	ZIP	PHONE	FAX

TERMS AND CONDITIONS (THIS AGREEMENT CONTAINS PROVISIONS SET FORTH BELOW, ALL OF WHICH ARE MADE A PART OF THIS AGREEMENT)

1. LEASE AGREEMENT You agree to lease from us the personal property as identified in Schedules to this Master Premier Lease Agreement from time to time signed by you and us (such property and any upgrades, replacements, repairs and additions referred to as "Equipment") for business purposes only. You may issue Purchase Orders that incorporate by reference, this Master Premier Lease Agreement and the related Non-Appropriation Rider and if so incorporated by reference, each such Purchase Order will constitute a Schedule for the purposes of this Master Premier Lease Agreement. Each Schedule is a separate assignable lease. To the extent the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such property shall be referred to as the "Software". You agree to all of the terms and conditions contained in the Agreement and any Schedule, which, along with the terms and conditions in the Master Agreement and Participating Addendum are a complete statement of our Agreement regarding the leased equipment ("Agreement"). This Agreement may be modified only by written Agreement and not by course of performance. This Agreement becomes valid upon execution by or for us. The Equipment is deemed accepted by you under the applicable Schedule unless you notify us within five (5) days of delivery that you do not accept the Equipment and specify the defect or malfunction. In that event, at our sole option, we or our designee will replace the defective item of Equipment or this Agreement will be canceled and we or our designee will repossess the Equipment. You agree that, upon our request, you will sign and deliver to us, a delivery and acceptance certificate confirming your acceptance of the Equipment leased to you. This Agreement will continue from the Billing Date for the Term shown. Any extension or renewal of the Term will be in accordance with the Term extension and renewal terms and conditions of the NASPO ValuePoint (led by the State of CO) Contract Number 140567 as modified by that certain Participating Addendum between you and Konica Minolta Business Solutions U.S.A., Inc. **THE BASE RENTAL PAYMENT SHALL BE ADJUSTED PROPORTIONATELY UPWARD OR DOWNWARD, IF THE ACTUAL COST OF THE EQUIPMENT EXCEEDS OR IS LESS THAN THE ESTIMATE PROVIDED TO LESSEE.** If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You authorize us to insert or correct missing information on this lease including your proper legal name, serial numbers, other numbers describing the Equipment and other omitted factual matters, providing they do not contradict the language in the Master Agreement or Participating Addendum. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignee or third parties having an economic interest in this Agreement, any Schedule or the Equipment.

2. RENT Rent will be payable in installments, each in the amount of the Monthly Payment (or other periodic payment) shown plus any applicable sales and/or use tax. If we pay any tax on your behalf, you agree to reimburse us promptly along with a processing fee. Subsequent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period or as otherwise agreed. We will have the right to apply all sums received from you to any amounts due and owed to us under the terms of the Agreement. Your obligation to make all Monthly Payments (or other periodic payment) hereunder is absolute and unconditional and you cannot withhold or offset against any Monthly Payments (or other periodic payment) for any reason. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wire only. You also agree cash and cash equivalents are not acceptable forms of payment for this Agreement and that you will not remit such forms of payment to us. **WE BOTH INTEND TO COMPLY WITH ALL APPLICABLE LAWS IF IT IS DETERMINED THAT YOUR PAYMENTS UNDER THIS AGREEMENT OR UNDER A SCHEDULE RESULT IN AN INTEREST PAYMENT HIGHER THAN ALLOWED BY APPLICABLE LAW, THEN ANY EXCESS INTEREST COLLECTED WILL BE APPLIED TO AMOUNTS THAT ARE LAWFULLY DUE AND OWING UNDER THIS AGREEMENT OR WILL BE REFUNDED TO YOU. IN NO EVENT WILL YOU BE REQUIRED TO PAY ANY AMOUNTS IN EXCESS OF THE LEGAL AMOUNT.**

(Continued on back)

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT: THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

LESSOR ACCEPTANCE

Konica Minolta Premier Finance			
LESSOR	AUTHORIZED SIGNER	TITLE	DATED

CUSTOMER ACCEPTANCE

	X	
FULL LEGAL NAME OF CUSTOMER (as referenced above)	AUTHORIZED SIGNER	DATED
FEDERAL TAX I.D. #	PRINT NAME	TITLE

To help the Government fight the funding of terrorism and money laundering activities, Federal Law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means is, when you open an account, we will ask for your name, address and other information that will allow us to identify you. We may also ask to see identifying documents. See reverse side for additional terms and conditions.

KMPF - NASPO ValuePoint - US 06/11/14

3. OWNERSHIP OF EQUIPMENT: We are the Owner of the Equipment and have sole title (unless you have a \$100 purchase option) to the Equipment (excluding software). You agree to keep the Equipment free and clear of all liens and claims.

4. WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABILITY. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS". You acknowledge that none of Supplier or their representatives are our agents and none of them are authorized to modify the terms of this Agreement or any Schedule. No representation or warranty of Supplier with respect to the Equipment will bind us, nor will any breach thereof relieve you of any of your obligations hereunder. You are aware of the name of the manufacturer or supplier of each item of Equipment and you will contact the manufacturer or supplier for a description of your warranty rights. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, the manufacturer or Supplier of the Equipment. **THIS AGREEMENT AND EACH SCHEDULE CONSTITUTES A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** You agree that any manufacturer or Supplier warranty is a separate and independent obligation of Supplier to you, that no assignee of the Lessor shall have any obligation to you with respect to such warranty and that your obligations under this Agreement are not subject to setoff, withholding, reduction, counterclaim or defense for any reason whatsoever including without limitation, any claim you may have against Supplier.

5. LOCATION OF EQUIPMENT: You will keep and use the Equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the Agreement's term, if you do not purchase the Equipment, you will make the Equipment available for pick up, in retail resalable condition (normal wear and tear acceptable), full working order, and in complete repair.

6. LOSS OR DAMAGE: You are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid Monthly Payments (or other periodic payments shown) for the full Agreement term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at four percent (4%) per year. Any proceeds of insurance will be paid to us and credited at our option against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney in fact to execute in your name any insurance drafts or checks issued due to loss or damage to the Equipment.

7. COLLATERAL PROTECTION AND INSURANCE: You are responsible for keeping the Equipment in good working order. Except for ordinary wear and tear, you are responsible for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, you agree to continue to pay the amounts due and to become due hereunder without setoff or defense. You agree to cooperate with us and any insurer in the placement of any coverage and claims thereunder.

8. INDEMNITY: We are not responsible for any loss or injuries caused by the installation or use of the Equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury caused by the Equipment. We reserve the right to control the defense and to select or approve defense counsel. This indemnity survives the expiration or termination of this Agreement.

9. TAXES AND FEES: You agree to pay when invoiced all sales and/or use taxes and fees relating to this Agreement or the Equipment unless a valid exemption certificate is supplied. We will file all tax returns. We reserve the right to charge a fee upon termination of this Agreement either by trade-up, buy-out or default. Any fee charged under this Agreement may include a profit and is subject to applicable sales and/or taxes.

10. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT. We may sell, assign, or transfer this Agreement and/or the Equipment with notice. You agree that if we sell, assign, or transfer this Agreement and/or the Equipment, the new Lessor will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of the new Lessor will not be subject to any claims, defenses, or set offs that you may have against the Supplier whether or not you are notified of such assignment. The cost of any Equipment, Software, services and other elements of this Agreement has been negotiated between you and the Supplier. None of Lessor's assignees will independently verify any such costs. Lessor's assignees will be providing funding based on the payment you have negotiated with Supplier. You are responsible for determining treatment of the appropriate tax, legal financial and accounting components of this Agreement.

11. DEFAULT AND REMEDIES: (a) If you do not pay any lease payment or other sum due to us within forty-five (45) days of when due or other party when due or (b) if you break any of your promises in the Agreement or any other Agreement with us or (c) if you, or any guarantor of your obligations become insolvent or commence bankruptcy or receivership proceedings or have such proceedings commenced against you, you will be in default. If any part of a payment is more than three (3) days late, you agree to pay a late charge of one percent (1%) of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may do any one or all of the following: (a) instruct Supplier to withhold services, parts and supplies and / or void the Customer One Guarantee; (b) terminate or cancel this Agreement and/or any and all Schedules and you agree to compensate us not as a penalty by paying the sum of: (i) all past due and current Monthly Payments (or other periodic payments) and charges due under this Agreement and any Schedule, (ii) the present value of all remaining Monthly Payments (or other periodic payments) and charges for the remainder of the term of such Schedule, discounted at the rate of four percent (4%) per annum (or the lowest rate permitted by law, whichever is higher) and (iii) the present value (at the same discount rate as specified in clause (i) above) of the amount of any purchase option with respect to the Equipment or, if none is specified, our anticipated value of the Equipment at the end of the initial term of such Schedule (or any renewal thereof), and (c) require you to return the Equipment to us to a location designated by us (and with respect to any Software, (i) immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software, (ii) demand the immediate return and obtain possession of the Software and re-lease the Software at a public or private sale; and/or (iii) cause the Software supplier to terminate the Software license, support and other services under the Software license). We may recover interest on any unpaid balance at the rate of four percent (4%) per annum but in no event more than the lawful maximum rate. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of Lessor or its Assignee or any other law. You agree to pay our reasonable costs of collection and enforcement, including but not limited to attorney's fees and actual court costs relating to any claim arising under this Agreement including, but not limited to, any legal action or referral for objection. If we have to take possession of the Equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed Equipment will be credited against what you owe us. **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY REASON WHATSOEVER.** You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. All of our rights are cumulative. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive lessee's rights under Article 2A (508-522) of the UCC.

12. UCC FILINGS: You grant us a security interest in the Equipment if this Agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument in order to show our interest in the Equipment.

13. CONSENT TO LAW, JURISDICTION AND VENUE: This Agreement shall be deemed fully executed and performed in the state of Lessor or its Assignee's principal place of business and shall be governed by and construed in accordance with its laws. If the Lessor or its Assignee shall bring any judicial proceeding in relation to any matter arising under the Agreement, the Customer irrevocably agrees that any such matter may be adjudged or determined in any court or courts in the state of the Lessor or its Assignee's principal place of business, or in any court or courts in Customer's state of residence, or in any other court having jurisdiction over the Customer or assets of the Customer, all at the sole election of the Lessor. The Customer hereby irrevocably submits generally and unconditionally to the jurisdiction of any such court so elected by Lessor in relation to such matters. **BOTH PARTIES WAIVE TRIAL BY JURY IN ANY ACTION BETWEEN US.**

14. LESSEE GUARANTEE: You agree, upon our request, to submit the original of this Agreement and any schedules to the Lessor via overnight courier the same day of the facsimile or other electronic transmission of the signed Agreement and such schedules. Both parties agree that this Agreement and any schedules signed and submitted to us by facsimile or other electronic transmission shall upon execution by us (manually or electronically, as applicable), be binding upon the parties. You waive the right to challenge in court the authenticity of a faxed or other electronically-transmitted signed copy of this Agreement and any schedule and agree that the faxed or other electronically-transmitted copy containing your faxed or other electronically-transmitted signature and our manual or electronic signature shall be considered the sole original for all purposes, including without limitation, any enforcement action under paragraph 11.

15. COMPUTER SOFTWARE: Notwithstanding any other terms and conditions of this Agreement, you agree that as to Software only: a) We have not had, do not have, nor will have any title to such Software; b) You have executed or will execute a separate software license Agreement and we are not a party to and have no responsibilities whatsoever in regards to such license Agreement; c) You have selected such Software and as per Agreement paragraph 4 **WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR DEFECTIVE NATURE OF SUCH SOFTWARE, SYSTEMS INTEGRATION, OR OTHERWISE IN REGARDS TO SUCH SOFTWARE. CUSTOMER'S LEASE PAYMENTS AND OTHER OBLIGATIONS UNDER THIS LEASE AGREEMENT SHALL IN NO WAY BE DIMINISHED ON ACCOUNT OF OR IN ANY WAY RELATED TO THE ABOVE SAID SOFTWARE LICENSE AGREEMENT OF FAILURE IN ANY WAY OF THE SOFTWARE.**

ATTACHMENT D, KONICA MASTER PREMIER LEASE SCHEDULE



KONICA MINOLTA

Master Premier Lease Schedule

For office use only (Check one) Branch Windsor

APPLICATION NO

MASTER AGREEMENT NO

SCHEDULE NO

CUSTOMER BILL - TO INFORMATION (Separate schedules must be completed for each billing location)

FULL LEGAL NAME

STREET ADDRESS / P.O. BOX

CITY

STATE

ZIP

BILLING CONTACT NAME

BILL-TO PHONE NUMBER*

FAX NUMBER

E-MAIL

*By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for non-marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Lessor and its affiliates and agents. This Express Consent applies to each such telephone number that you provide to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

CUSTOMER INSTALLATION LOCATION

LESSEE LEGAL NAME

STREET ADDRESS

CITY

STATE

ZIP

CONTACT NAME

PHONE NUMBER

FAX NUMBER

Make/Model/Accessories (including Software Description and Supplier / Licensor if applicable)

Serial Number

Start Meter Read(s)

See attached "Schedule A" for additional Equipment / Accessories / Software

TERM AND PAYMENT SCHEDULE

TERM IN MONTHS

of payments

Payment Frequency

Quarterly Monthly

Payment Amount

(plus applicable taxes)

\$ _____

Advance Payment

(plus applicable taxes)

\$ _____

END OF LEASE OPTIONS: You will have the following options at the end of the original term, provided the Lease has not terminated early and no event of default under the Lease has occurred and is continuing: 1. Purchase the Equipment for the Fair Market Value as determined by us. 2. Renew the Lease per paragraph 1 (in Agreement). 3. Return Equipment as provided in Paragraph 5 (in Agreement).

THIS SCHEDULE INCORPORATES ALL OF THE TERMS AND CONDITIONS OF THE MASTER PREMIER LEASE AGREEMENT IDENTIFIED ABOVE.

LESSOR ACCEPTANCE

Konica Minolta Premier Finance

LESSOR

AUTHORIZED SIGNER

TITLE

DATED

CUSTOMER ACCEPTANCE

FULL LEGAL NAME OF CUSTOMER (as referenced above)

AUTHORIZED SIGNER

DATED

FEDERAL TAX ID #

PRINT NAME

TITLE

ATTACHMENT E, KONICA STANDARD MAINTENANCE TERMS AND CONDITIONS – SCHEDULE A

The following terms and conditions apply to the provision of services by Konica Minolta Business Solutions U.S.A., Inc. (KMBS) to the Customer during the term of this Agreement.

Equipment Services

100. Service Coverage Hours: Standard services under this Agreement are provided during normal business hours 8am-5pm, Monday through Friday, exclusive of core National holidays observed by KMBS.

101. Extended Coverage Services: Extended coverage services outside of standard coverage hours may be available on a per-event charge or fixed monthly premium.

102. Equipment Services: Equipment services provided under this Agreement include labor and parts required to maintain covered Equipment in a normal operating condition as set forth in the equipment specifications detailed on <http://kmbs.konicaminolta.us>.

103. Preventative Maintenance: Preventive maintenance shall be performed as needed to ensure optimal operation of Equipment. This includes component replacement, adjustments and cleaning. End-user maintenance as defined in the Equipment's user guide is not covered.

104. Disclaimer: Repairs and/or services that fall outside the scope of this Agreement may be billed at the rates outlined in the Master Agreement, with prior authorization. This includes but is not limited to abuse/misuse, alteration or modification, 3rd party interference, use of non- standard supplies, usage beyond recommended operating parameters, theft, neglect, fire, water, casualty or other natural force. Failure to authorize repair and/or services may result in suspension or termination of this Agreement.

105. Site Environment: Customer shall be responsible to ensure that Equipment is placed in a location that meets manufacturer's requirements (available on the KMBS website) including space, power, network, temperature and humidity. Electrical power must meet voltage, amperage and electrical noise level requirements. KMBS personnel will be granted reasonable and safe access to perform services when required.

106. Prerequisite to service: For Equipment not previously under a continuous maintenance agreement, KMBS may need to confirm the Equipment is in good working condition before the start of this Agreement. Remedial service may be required to bring the Equipment to proper operating standards and the labor and parts associated will be billed at the Master Agreement rates. A quote will be provided for Customer approval before work begins.

107. Relocation and Move Preparation: When requested, relocation services will be performed and

billed at contract rates. Coverage at the new location is subject to service availability and acceptance by KMBS.

108. Initial Installation: Physical installation, removal of packing material and initial setup of Equipment will be performed by KMBS using default configuration settings at the location specified by Customer. Application of custom settings can be requested prior to installation. KMBS reserves the right to assess additional charges depending upon the extent of custom setup requirements.

109. Service Replacement: KMBS reserves the right to replace a device, at no additional cost to Customer, with a comparable unit when repair of the original device is not practical or economically feasible.

110. Color Calibration and Management: Routine and periodic color calibration and management of production color print profiles is not covered by this Agreement.

111. Additional Customer Requested Services: Customer may request services be performed that are outside the scope of this Agreement. Such services will not be covered under the Master Agreement, and shall be quoted and performed at agreed upon rates.

Supplies and Consumables

200. Consumable Supplies: If a supplies inclusive option is selected, KMBS will provide toner for covered Equipment on an as needed basis. Consumable supplies do not include staples (unless selected) or paper. Wide format equipment may have other coverage options and/or exclusions. The consumable supplies provided are the property of KMBS until they are consumed and are intended to be used exclusively in the covered Equipment. Customer bears the risk of loss of unused supplies in the event of theft, employee misconduct, fire or other mishap.

201. Expected Yield: Pricing under this Agreement is based on published and commercially reasonable expectations of supply and consumables consumption. At its discretion, KMBS may perform an audit of supply/consumables consumption and Equipment usage data to determine consumption levels. In the event the actual consumption levels exceed the levels used to determine contract pricing by more than 20%, KMBS shall have the right to invoice for the excess consumption.

202. Supply Source: Genuine Konica Minolta supplies will be used under this Agreement for Konica Minolta Equipment. For non- Konica Minolta products KMBS will provide fully compatible toner and print cartridges for use in covered Equipment.

203. Auto Supply Delivery: If services are provided as part of a managed services agreement, KMBS requires a designated Customer contact(s) to confirm supply shipments via email and maintain delivery address information via MyKMBS.com or other agreed methodology.

Software and Solutions

300. Licenses: KMBS hereby grants the Customer the non-exclusive, non-transferable right to install, and use the software, updates, upgrades and patches included in this Agreement, provided the Agreement is in effect.

301. License Reactivation: Customer is responsible to safeguard software license keys. KMBS may charge a reactivation fee in the event license keys need to be regenerated.

302. Site Environment: Customer shall be responsible to insure that software is installed in an environment that meets manufacturer's requirements including operation system level, disk space, power, network, temperature and humidity.

303. Data Backups and restoration: Customer is responsible to manage server data backups. KMBS recommends adherence to industry best practices for backup procedures. In the event of a catastrophic data loss, the Customer is expected to restore the environment and data to prior state.

304. Access: Customer shall provide KMBS personnel with access to the servers and/or Equipment where the software is installed. Customer shall arrange and ensure that one of its employees or designated agents are present at all times when KMBS is performing maintenance and support services.

305. Solutions warranty: KMBS makes no warranty regarding the fitness of software that may or may not have been executed in conjunction with this Agreement for any particular use. If any 3rd party software or services are included at the time of sale, those warranties would be covered under the 3rd party end user license agreement or the master agreement between the 3rd party and KMBS.

306. Solution Integration: Solution integration with print output devices covered under this or another agreement may be affected by existing Customer software, configuration changes or other network environment issues. KMBS reserves the right to assess additional charges to resolve complex integration issues, including situations where the solution was initially provided by KMBS.

307. Term: Coverage for both level 0 (Software maintenance) and level 1 (Helpdesk support) begin at time of installation of software at Customer's location. Level 1 support is only available when level 0 supports are in effect.

Software Maintenance (Level 0) and Helpdesk (Level 1)

400. Software Maintenance (Level 0): If this option is selected, the Customer is entitled support as defined in the 'Patches and Updates' sections.

401. Patches and Updates: Customer is eligible to receive periodic maintenance patches, hot-fixes and updates for licensed software covered under maintenance. Excluded are full version upgrades (i.e. v1.2 to v2.0) and the installation services required to install patches, hot-fixes and updates.

402. Access to patches and updates: Customer will be provided access to a website operated by KMBS or 3rd party supplier where patches and updates are accessible for download.

403. Start of service: Start of service rules may vary by OEM, software activation is expected within 30 days of purchase or install whichever comes first.

404. Current version: Customer is required to keep software and OS at the latest recommended version levels. Failure to perform recommended updates may result in suspension and/or termination of services under this Agreement.

405. Solutions Helpdesk Support (Level 1): If this option is selected, expert helpdesk support is available to the Customer to assist with covered software solutions including, PageScope Enterprise, Print Groove, Dispatcher Pro and select 3rd party solutions. Included are helpdesk services related to end-user support, baseline workflows, features and administrative functions involved in the operation of the software and workflows. Customer participation is required for remote and/or on-site support.

Professional Services, Solutions and Network

500. Initial Assessment: Customer agrees to provide or assist in gathering network configuration details needed by KMBS to perform contracted services.

501. Basic Network Services (BNS): BNS, where offered, covers common network integration in a MS Windows™ centric environment with typical network schema and print/scanning requirements. KMBS reserves the right to assess additional fees depending on the extent of the network integration requirements needed.

502. Technical Pilot: When required Customer agrees to participate in a technical pilot where software installation, configuration, use cases and integration requirements are determined. Customer also agrees to participate in testing of the system(s).

503. Solution Baseline: Solution baseline is defined as the operating level and configurations agreed to by Customer and KMBS upon completion of the technical pilot and testing.

504. Enhancements: Enhancements and professional services beyond the baseline capabilities of the solution are available at an additional charge.

505. Digital Connected Support: Unless this option has been declined, expert helpdesk support is available to the Customer to assist with issues associated with device connectivity to network, printing from desktop applications, graphics application, scanning and support on many other digital machine functions. Configuration updates that are the result of changes to the Customer network environment are not included.

506. Customer Data: KMBS shall not be liable for any claims, damages and cost relating to loss of data or disclosure of data due to acts or omissions of Customer or its employees, end-user errors or release of administrator password.

507. Hard Drive Security: If 'bizhub SECURE' or a comparable option has been ordered, KMBS will provide advanced security services. These services include real-time, hard-drive encryption (level 2 encryption – comparable to Department of Defense standards and US Air Force standards) and document data security through disk over-write as well as user mailbox data deletion, HDD encryption, HDD lock and administrative password (according to Customer policy). KMBS Standard Maintenance Terms and Conditions - Schedule A

508. Professional Services Projects: When requested by the Customer, KMBS can provide professional services associated with the enhancement of the Customer's printing, network connectivity, end of life hard drive disposal, fleet management, user experience, production management, job tracking and document environment. Such projects will be quoted and upon approval, performed and billed at the Master Agreement rates.

509. Basic Production Services (BPS): Complex products are offered with comprehensive end-user training (BPS). The training is crucial to proper equipment operation and to ensure the Customer achieves satisfactory output. Service related to operator deficiency will be performed and billed at Master Agreement rates. Additional end user training when requested can be provided and will be billed at the Master Agreement rates.

Meter and related

600. Meter Readings: Customer agrees to provide KMBS with a timely meter reading prior to the end of the billing period to be used to generate maintenance invoices. Should the Customer fail to provide KMBS with timely meter reads KMBS reserves the right to estimate meter readings. Repetitive failure of Customer to provide timely and accurate meter readings may result in the conversion of associated Equipment to flat monthly fee billing.

601. Definition of a Print: Each 8.5"x11" image generated by the covered Equipment is considered a 'print'. Larger paper sizes result in images that are a

multiple of a single print based on length (17" =2 prints, 27" = 3 prints, 36" = 4 prints and over 36" =5 prints). For 'wide format' equipment, one square foot of output equals one print. Duplex images count as twice the rate of simplex prints.

602. Electronic Meter Collection: KMBS offers vCare and other network based machine data collection methods for Customer convenience, billing accuracy and to enhance service effectiveness. Unless specifically directed otherwise, KMBS will enable vCare or network monitoring on capable Equipment. Should Customer opt-out of utilizing vCare, KMBS reserves the right to assess an incremental invoicing fee not to exceed twenty-five dollars (\$25) per invoice

603. Feet Device Monitoring: If the Customer agrees to allow KMBS to install and maintain server based software to monitor the printing devices on the Customer network, and the monitoring software cannot reliably operate in the Customer's environment for any reason, KMBS reserves the right to suspend or terminate services under this Agreement.

Maintenance

700. Aggregate Meter Billing: Increases in the maintenance and base usage charges for contracts with aggregate meter billing will occur at the annual anniversary of the initial establishment of the usage pool.

701. Auto Add of Equipment: Where the use of 'Fleet Device Monitoring' as part of a managed print program has been agreed to, it will be used to detect new devices and add such devices to this Agreement based on Master Agreement pricing. The added device(s) will be covered under the terms of this Agreement. The Customer will be notified via email and may reject the addition of the device(s) by contacting KMBS.

Payment and Termination

800. Terms of Payments: Payments are due 30 days from the invoice date. Customer shall be responsible to pay all applicable sales, use, personal property or other taxes when due. NO CASH PAYMENTS ACCEPTED. Accepted manners of payment are by major credit card, check made payable to KMBS, or ACH transfer.

801. Default: Should Customer violate any aspect of this Agreement including payment obligations, or in the event Customer is insolvent and/or declares bankruptcy, KMBS may suspend or terminate any or all portions of this Agreement and may enter the Customer's premises to recover property or equipment owned by KMBS.

802. Termination: During the term of this Agreement or any renewal thereof, the Customer or KMBS may provide the other party 30-day written notice of cancellation or intention not to renew with or without cause.

900. Entire Agreement: This is the entire agreement between Customer and KMBS on the subject matter hereof and supersedes any proposal or prior agreement, oral or written, or any other communications relating to maintenance services for KMBS equipment and it may not be released, discharged, changed, or modified except by an instrument in writing signed by a duly authorized representative of each party. Customer agrees that any

Purchase Order or other documentation issued to KMBS covering the equipment or maintenance is issued for purpose of authorization and Customer's internal use only, and any terms and conditions contained therein shall not modify or add to the terms and conditions of this Agreement. This Agreement will not be effective until accepted by an authorized representative of KMBS. Notice of acceptance is hereby waived by Customer.

ATTACHMENT F, KONICA SAMPLE MPS STATEMENT OF WORK

Contract Number **XXX**
With the State of **XXXXX**

Agency/Customer:		Contractor:	
Contact Name:		Contact Name:	
Address:		Address:	
Email:		Email:	
Phone:		Phone:	
Fax:		Fax:	
		Contractor website:	
Print Assessment Date:		Period of Performance:	
Statement of Work must incorporate the following documents:			
NASPO ValuePoint Master Agreement # 140597		<i>{Imbed document here}</i>	
Participating Addendum # _____		<i>{Imbed document here}</i>	
Contractor's Print Assessment		<i>{Imbed document here}</i>	

1. Introduction

Konica Minolta is pleased to provide your organization with a comprehensive managed print services (MPS) Scope of Services. The Professional Services we provide are based on our Consult - Implement - Manage methodology in alignment to your desired business outcomes. Using our defined process, we are committed to delivering a program that will benefit your company.

Our program is designed to help manage your existing print devices and establish a future print strategy that will evolve with your business needs.

This Scope document serves to define all tasks, responsibilities, products, services, and scheduling required to complete this project. The intent of this document is to insure that each party understands the parameters of the project and to insure that proper expectations are met.

Please examine all aspects of this document prior to signing it. It will be the baseline for the project. Any further revisions to the scope of the project will be made as a written Addendum to this Statement of Work. Addendums may require further negotiations prior to implementation. Each Addendum should be completed individually and signed prior to performing any work.

This Statement of Work is subject to the terms and conditions of the Participating Addendum **XXX**, including terms and conditions incorporated via NASPO ValuePoint Master Agreement **XXX**. Terms that apply to this Statement of Work include but are not limited to Data Security, Data Breach, Equipment Guarantees, Performance Penalties, and Payment.

2. Overview

The key to right-sizing printer and multifunction copier fleets is a thorough assessment of the current installed base. Accurate measurement of the current print operations using the suite of Konica Minolta managed print tools, as well as on-site consultations, will allow Konica Minolta Business Solutions to begin the MPS program in your company. Installation of the Konica Minolta Service Tag, in combination with device mapping, will begin the Interviews and will help illustrate current and projected solutions to achieve device reduction.

Konica Minolta Business Solutions will conduct a print assessment of overall device fleet in the selected locations, utilizing a combination of comprehensive software tools and a manual walk-through of the location. The data collected during this phase will be used to determine ongoing right-sizing recommendations validated as via data collected from actual printer activity.

Customer shall bear all risk of theft, loss or damage not caused by KMBS employees or agents, to the installation of the Vendor Solution Product and all updates, upgrades and patches to be installed under this Statement of Work. Customer agrees to indemnify, defend and hold harmless KMBS, its officers, directors, employees and agents from all loss, liability, claims or expenses (including reasonable attorneys' fees) arising out of Customer's use of the Vendor Solution Product and all updates, upgrades and patches, including but not limited to liabilities arising from illegal use of KMBS equipment as well as bodily injury, including death, or property damage to any person, unless said injuries, death or property damage was caused solely as the result of a negligent or intentional act or omission by KMBS.

NO PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT OR PUNITIVE DAMAGES OR ANY LOSS OF PROFIT, REVENUE, DATE OR GOODWILL, WHETHER INCURRED OR SUFFERED AS A RESULT OF THE USE OF THE PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

3. Objectives

Konica Minolta Business Solutions will perform asset tagging, floor mapping, site surveys and needs analysis to help you implement the best solution to meet your requirements, while maximizing your financial resources. Once the program is operational, Konica Minolta will provide daily monitoring, maintenance and service for your fleet of print devices allowing your staff to spend more time on core business functions and strategic initiatives. Periodic account reviews (PAR) will be scheduled to review program operations, reports, strategy and long-term improvements.

4. Installation

Konica Minolta will begin the program implementation process, which includes:

- Validating your devices on contract
- Set-up/expansion (as required) of the Consult App for proactive device management
- Establishing and initializing automatic system processes (Auto toner delivery)
- Tagging your devices with a Konica Minolta asset tag for program identification
- Walkthrough and Fleet Mapping
- Development of a program communication plan for staff

There will be minimal disruption of day-to-day operations as our team performs the walkthrough and mapping of devices. However, escorts and business process leaders may be requested to assist in facilitating this process. Equipped with current floor plans and device lists, each team member will accurately map device to the plans. Departments will be identified, allowing for pooling of like printing requirements. Devices such as printers, fax machines and all-in-ones that are not connected to the customer's network will be added to the mapping documents. This mapping is a key component in the MPS program success and critical in collecting requirements for multifunction features.

5. Exclusions

The following areas are not included in the scope of this Statement of Work:

- Any configuration or training outside of the scope of this document.
- Any systems testing due to environment changes.

- Any onsite training or configuration after project is completed.
- Any additional on-site technical support not specified in this document.
- Customer is responsible for the hardware installation and training environment needed for a successful implementation.
- Support for any configuration outside of this recommendation with respect to high availability, and failover features.

6. Requirements

KMBS assumes that the Customer will have a standard network topology with connectivity already installed for all servers and workstations, printing established to the Konica Minolta Bizhub(s), as well as network connectivity for all printing and scanning output devices included in this Statement of Work.

Site Accessibility:

- **Network Accessibility**
KMBS assumes that the Customer's network will be accessible for any additional installation or expansion of the Consult application, and that the Customer's Network Administrators will be available on site or via remote access.
- **Floor Maps provided to Konica Minolta team to prior to the tagging and walkthrough**
KMBS assumes all mapping is provided in advance to ensure a full and proper assessment is performed.
- **Complete IP schema provided as part of the ongoing MPS program the list can be reduced to include only nodes associated with the output devices.**
- **Availability of Customer's Network IT support while on site**
KMBS assumes that the Customer's Network support personnel will be available to verify and assist in any network connectivity troubleshooting should any data collection issues arise, before, during and after installation.
- **Customer will provide a person designated as the MPS Administrator during the installation and setup phase. During the tagging and mapping phase. Following this phase of the program this individual will be the resident SME (Subject Matter Expert).**

7. Completion Criteria

This Statement of Work / Project shall be deemed complete when all of the requirements detailed in Appendix A have been met. At which point the customer shall sign and return the Certificate of Acceptance (COA). Should there be a failure to obtain a signed COA from the customer and there not being any customer communication regarding outstanding concerns or issues, then this project shall be deemed completed and closed by all parties.

8. Post-Sales Support

The KMBS Digital Solution Center provides Tier 1 (one) product support for issues with the Software Solution for the duration of the active software maintenance and services contract. This includes repairs required and remedied by patches and incremental upgrades. This does not include support based upon customer environment changes that impact the software solution, nor to modification of the software workflow beyond the original scope or after the implementation project is complete.

9. Submitting Solutions Support Requests

Contact Option	Point of Contact	Notes
WEB	http://www.MyPrintJobs.com/Support	Best for application administrators and power users who are familiar with the application and the operating environment.
E-Mail	SolutionsSupport@KMBS.KonicaMinolta.us	
Self Help	http://kmbs.konicaminolta.us	From this link, click "Find Support" located in the top banner. Several options will be revealed, such as: Driver downloads, User Guides and Self-Help Product Support.

Telephone	800-456-5664	Appropriate for MFP and routine use situations. Recommended for single user assistance instead of issues impacting the application.
Operating Hours	8:00 A.M. – 8:00 P.M. (EST)	Monday through Friday. Standard company holidays are observed.

For additional details, see Customer Expectation Guide Solutions Support

10. Reasonable Effort

It is the responsibility of both Konica Minolta and the customer to make every effort to complete this project within agreed upon timelines. Should, after ninety (90) days from date of acceptance, the project not be completed or have reasonably advanced, due to customer non-response or delays, Konica Minolta reserves the right to cancel this agreement.

11. Project Timetable / Phase (Proposed)

Milestones	Target Completion

12. Acceptance of Statement of Work

Please carefully review this document. KMBS will ONLY be authorized to perform work that is specifically listed in this Statement of Work. Any additional work will need to be scheduled as a future call. Any additional requests or revisions to this Statement of Work must be recorded by an amendment to this Statement of Work and will be billed accordingly, based upon the KMBS hourly service rate, per the Master Agreement price list.

To accept this Statement of Work, please sign & date above where indicated. No additional service call can begin until this Statement of Work is complete. Please keep original at your location. At the completion of the Statement of Work, a copy will be returned to you.

13. Project Changes

Only members of the KMBS & Customer project teams may be authorized to discuss any modifications or addenda to this Statement of Work. [Please see Appendix C for details and the Change Order Request Form.](#)

14. Project Team

Customer Contacts: (key people to work with)

Company Name	Name	Title/ Department	Phone	Email Address
IT Contact Information	In House IT Department: Yes <input type="checkbox"/> No <input type="checkbox"/>			

KMBS Contacts (At least one sales rep)

Name	Title	Phone	Email Address

Customer
Signature:

Name:

Title:

Company:

Date:

KM
Signature:

(Authorized Signatures: Business Solutions Consultant or Director of Professional Services)

Name:

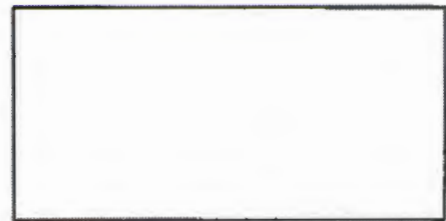
Title:

Company:

Konica Minolta Business Solutions,
U.S.A., Inc.

Date:

Appendix A - Implementation Details



Company Name:
 Address:
 Project #:

Introduction

This document covers the specifics of the implementation plan proposed for this SOW. Any additional project objective or training will be billed accordingly; based upon KMBS Solutions pricing and standard hourly training rate at the time of the request.

Project Objective

Scope of Services Details

Customer Account (Create Customer Account @ https://app.thereceptionist.com/sign_up)

Created:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Account email:		Password:	
Plan Type:	<input type="checkbox"/> Basic 1-24 <input type="checkbox"/> Premium 25-49 <input type="checkbox"/> Pro 50-99 <input type="checkbox"/> Enterprise	Start Date:			
Install App:	<input type="checkbox"/> KM <input type="checkbox"/> Customer	Name of Account Owner:			
# of Locations:		Stands Included:	<input type="checkbox"/> Yes <input type="checkbox"/> No		

Location Name	Location Address	Primary POC Name	Contact Information

Branding (Home Screen)

Welcome Message:					Logo Provided:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Background Color:	R	G	B	or Pantone	or Hex	
Highlight Colors:	R	G	B	or Pantone	or Hex	

Buttons to Create

Check In		Required	Message	Field Type
Field 1:	<input type="checkbox"/>	Required		
Field 2:	<input type="checkbox"/>	Required		
Field 3:	<input type="checkbox"/>	Required		
Field 4:	<input type="checkbox"/>	Required		
Field 5:	<input type="checkbox"/>	Required		
Capture Photo:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> 2 way Chat		
<input type="checkbox"/> Badge Printing	<input type="checkbox"/> Name	<input type="checkbox"/> Company	<input type="checkbox"/> Visiting	<input type="checkbox"/> Photo <input type="checkbox"/> Issued <input type="checkbox"/> Valid <input type="checkbox"/> Citizen <input type="checkbox"/> Logo
Customer induction process can include: Text, YouTube Link or PDF Doc				
Induction Process:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Description		
Response to Visitor	Header:			
	Body:			
Check Out				
<input type="checkbox"/> Show List of Current Visitor		<input type="checkbox"/> Search Visitors to Check Out		

Button Creation (continued)

Deliveries: (Enter Names of those to be notified of a delivery)

<input type="checkbox"/> USPS	<input type="checkbox"/> UPS	<input type="checkbox"/> FedEx	<input type="checkbox"/> DHL	<input type="checkbox"/> Other	<input type="checkbox"/> Other
Delivery Messages:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
New Button:					
New Button:					

Employee Contacts: customer should have a listing or file of all employees to be added to the system (see below)

Number of users to Upload:	<input type="text"/>	<input type="checkbox"/> CSV File Provided	<input type="checkbox"/> Upload Photo (200 x 200)
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Sample CSV File Layout

First Name	Last Name	Full Name	Business Title	Email	SMS Phone	Hide from Check In	Country	Slack ID
Donald	Duck	Donald Duck	Lead Joke Duck	Donald@disney.com	7201234567		USA	Ducky
Mickey	Mouse	Mickey Mouse	Boss Mouse	Mickey@disney.com	7201222212	X	USA	Mousey

Hardware and Operating System Requirements

Continued - Appendix A - Scope of Services Details Continued

Appendix B - Project Change Order Form

The only contacts from KMBS and Customer that may be authorized to discuss any modifications or addenda to this Statement of Work are

It may become necessary to amend the Statement of Work for reasons including, but not limited to, the following:

- Discretionary changes to the project schedule.
- Discretionary changes in the scope of the project.
- Requested changes to the work hours of Konica Minolta Business Solutions personnel.
- Non-availability of products or services that are beyond Konica Minolta Business Solution's control.
- Environmental or architectural impediments not previously identified.
- Lack of access to client personnel, data, or facilities necessary to complete project.
- In the event that it is necessary to change this Statement of Work, an amended Statement of Work will need to be completed and approved by

		Date:	
Requestor:		Request #	
E-Mail:		Type:	
Phone:			

Change Description (Detailed description of the change. Reference attachments if necessary)	
Description:	
Justification:	
Impact if not implemented:	
Alternatives:	

Cost/Price Impact:

Implementation Date:

Approval			
Konica Minolta			
By:		By:	
Name:		Name:	
Title:		Title:	
Date		Date	

ATTACHMENT G, KONICA CUSTOMER EXPECTATION GUIDE SOLUTIONS SUPPORT

Introduction

The Konica Minolta Solutions Support team is dedicated to providing our customers with the ultimate "Konica Minolta Customer Care Experience". The experience is simply defined as Predictable, Professional and Personalized. The Solutions Support team provides customers of Konica Minolta multifunctional peripherals (MFPs) and Software Solutions a one-stop support desk for service. Your request for support is responded to by a Support Professional based upon the nature of your request and severity.

This document explains the Solutions Support team's customer support services and methodologies. It explains the options to submit a request, define priorities and review escalation procedures.

Values of support

Single Point of Contact

The contact used to order supplies and schedule repair visits will also connect you with skilled technical professionals.

Direct access to a specialist

Send an email or web request directly into the helpdesk and receive a response from an expert in your solution.

Open access

Anyone in your organization can submit a request.

Virtual On-Site Support

Response and resolution can be expedited by connecting to your computer. Assistance can be delivered as if the Solutions Professional was there.

Submitting Solutions Support Requests

Contact Option	Point of Contact	Notes
E-Mail	SolutionsSupport@KMBS.KonicaMinolta.US	Best for application administrators and power users who are familiar with the application and the operating environment.
WEB	https://goo.gl/gzsY9x	
Self Help	http://kmb.konicaminolta.us	From this link, click "Find Support" located in the top banner. Several options will be revealed, such as: Driver downloads, User Guides and Self-Help Product Support.
Telephone	800-456-5664	Appropriate for MFP and routine use situations. Recommended for single user assistance instead of issues impacting the application.
Operating Hours	8:00 A.M. – 8:00 P.M. (EST)	Monday through Friday. Standard company holidays are observed.

What information we need to support you

The more specifics we know about your needs, the better and more expeditiously we can process your support request. Please provide the following information:

1. Contact Name and phone number
2. Company's name
3. Product or Software affected and reference number

4. Describe your problem symptoms, when first noticed and user base affected/impact
5. Additional comments, sample and details are always helpful

Severity Levels

Severity levels are used to prioritize our response to an incident. We assign a severity level upon receipt of your request. The assigned severity level is based upon the impact the application incident has on a client's operations. Konica Minolta may reassign a severity level, higher or lower, while Investigating your request.

Severity	Remarks
SEV1 - Critical	Complete loss of system and significantly interrupts business processes.
SEV2 - High	Impairs a noncritical process and a viable/temporary work around has been identified.
SEV3 - Medium	Requests for modifications to existing configurations or workflows.
SEV4 - Low	Software Enhancement or Upgrade

Severity Level Response Times

Information in the table below outlines Konica Minolta's Initial response time objectives. The response time is measured from when your request was received by the Solutions Support team to when a Solutions Support team member attempts to respond to your support request.

Severity	Initial Response	Resolution SLA
SEV1 - Critical	30 minutes	Continuous effort
SEV2 - High	4 Hours	15 days or less
SEV3 - Medium	Next Working Day	Determined by project
SEV4 - Low	Next Working Day	Determined by project

Solutions Support Flow

Receipt and confirmation

Your request will be assigned an incident number upon receipt. An email confirmation will be sent to you that will include: incident number, recap of reported issue, entitlement details and other significant info. The incident number will be your reference for following progress and updates.

Solutions Support Levels

A variety of tasks and responsibilities are performed at different Solution Support levels. The transition between levels is usually very short in duration and can be expedited when you provide details about your account and situation.

Solutions Support Level	Function	Duties
Level 1	Provides low severity entrance Solutions Support. Performs triage support and collects incident details.	<ul style="list-style-type: none"> • Provide initial end user customer contact. • Evaluates request to determine next best course of action. • If escalated, relay request details to Level 2.
Level 2	Provides high severity entrance to Solution Support. Performs initial technical evaluation and assigns the request to a dedicated specialist.	<ul style="list-style-type: none"> • Performs initial technical review of request. • Performs entitlement check and assigns an incident number. • Sends acknowledgement responds to the customer. • Assigns request to an application specialist.

Level 2A	Within the Solutions Support team, functions as the application specialist.	<ul style="list-style-type: none"> • Provides technical response to request. • Ongoing, review incident for potential escalation, requests for field assistance or vendor intervention.
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Repeated Attempts to Contact

Solution Support team representatives will initiate a minimum of three attempts to contact a customer regarding an open request. After three attempted contacts with no returned phone or e-mail response, the request will be considered closed.

Support Policies

Konica Minolta Business Solutions Standard Maintenance Terms and Conditions provide overall guidance of support policies, including software and solutions. In almost all cases, delivery of support is dependent upon the customer having a valid Maintenance & Support agreement for the specific solution. The following policies and practices shall govern the Solution Support team.

Scope of Services

Maintain solution at established baseline

Upon completion of the solution install or upgrade, the customer acceptance establishes the 'Baseline' of operation. KMBS is responsible for maintaining software operation at that established baseline to ensure business continuity.

Determination of cause

The Solutions Support team can help diagnose common errors and failures. With their assistance, the goal is to identify the root cause of the problem so that the appropriate resolution can be administered. For example: You attempt to print a file and it fails or produces an error. Is the root cause of the problem with the printer, the application that created the file, the data in the file or a network issue? The Solutions Support team can eliminate the requirement for multiple requests: to a technician, the IT Helpdesk, the software vendor.

Operating Environment changes

KMBS suggests impacts to solution baseline be considered prior to making changes to servers, networks, storage, authentication patterns etc. In the event unplanned or untested changes create an interruption in the operation of a solution KMBS will help troubleshoot the cause and provide a quote to restore operation and establish a baseline in the new environment.

Additional Services and Projects

KMBS can provide a range of professional services and projects to enhance and expand your current solution functionality. More information can be provided by means of no-charge consulting engagements. Project services include but are not limited to:

- Security and license audits
- Re-install of servers or workstations
- Moves and expansions of environment
- New user, power and admin user training – custom training
- Implementation of additional software features that were not part of the baseline.
- Customizations and upgrades
- Custom reports
- Workflow enhancements or additions
- Data backups or restoration

Support Methods

Technical support may be delivered onsite or via telephone and remote desktop control. Delivery of support depends upon availability of telephone and Internet access at the customer's location. Additionally, customer participation in support events is required.

Exclusions

Professional Service fees may apply for non-diagnostic/troubleshooting events. Support does not include general network configurations, networking hardware, or operating system issues. The customer is responsible for ensuring network and operating systems are maintained and meet requirements of the solution.

Associated Third-Party Software and Hardware

For products not specifically part of the covered solution, support is limited. For example, a document is created using a word processing application. When the document is processed by the covered solution, the output fails or results in an error. The document creation techniques and document elements may be examined for troubleshooting, but no support or training will be provided on the word processing application.

Customer Contact

Customer provides qualified and trained key contacts to help resolve technical and/or business related issues. The primary contact should be appropriately trained on the solution software prior to receiving support.

Frequently Asked Questions

Do you offer 24/7 technical support?

Our standard operating hours are sufficient for most business operations. If additional hours of coverage are required, it may be possible to negotiate support for extended coverage hours.

How do I know what severity level my request should be?

Upon initiation of the support incident, a severity is assigned by the Solutions Support team. You may make a request for severity status at any time and the assigned solutions professional will provide an explanation.

How can I obtain current status/updates to a request?

It is our policy to provide periodic updates to incidents lasting more than 48 hours. A request for status update may be submitted at any time. Please include the request incident number.

Is there a cost for software application fixes?

Access to patches, hot fixes and troubleshooting are usually covered as part of the Maintenance & Support agreement associated with the solution product. Installation, testing and administration of patches/hot fixes is considered "Additional Services" and may engender professional service fees. If additional fees are required, a good faith estimate will be provided. No work will be done without mutually agreeing on fees and completion criteria.

What happens if a customer wants to escalate?

Technical support escalation procedures are performed internally, first to peers and seniors. Escalation to vendor support is usually recognized in short order. However, if you feel escalation is not progressing timely, send an E-Mail request to SolutionsSupport@KMBS.KonicaMinolta.US stating your concerns and request for management review.

Can we add services as our needs grow?

Service and support options can be added at any time by contacting the Solutions Support team.

ATTACHMENT H, KONICA HARD DRIVE DISPOSAL OPTIONS



STATEMENT OF WORK FOR

PROJECT: KMBS Secure Disposal Service

Date:

Prepared By:

Introduction

This Statement of Work ("SOW") document fully defines the Products and Services to be provided by Konica Minolta Business Solutions U.S.A., Inc. ("KMBS"). When a MFP is disposed of or is at the end of its life, KMBS offers secure disposal options that can provide piece of mind. These options include:

Option 1 - As-is disposal	MFP will be picked up according to the respective terms and conditions of your contract and disposed of accordingly in a responsible manner. The internal data of the machine will not be altered or modified in any way.
Option 2- In-place data cleaning	Where available, a KMBS field engineer will perform a "data overwrite" of the hard drive using built-in sanitization technology. The drive will be cleared of data and re-initialized in the machine before disposal. Availability of this option depends on model and configuration. Cost: No charge
Option 3 - Hard Drive replacement and return	At the time of disposal, the internal hard drive will be removed and sealed in a container that will be returned to the customer. A replacement hard drive will be installed and re-initialized with the generic device control programs. Availability of this option depends on model and configuration. Cost - \$135 per hour labor plus the replacement cost of the hard drive.

Responsibilities

- **Option 2- In-place data cleaning**

KMBS:

- Identify available "data overwrite" compliance options available for specific unit(s).
- Inform the customer what data overwrite compliance options are available for applicable MFP models.
- Inform the customer on the estimated time required for the chosen hard drive sanitization method.
- Obtain customer's certification that the data overwrite may be performed. **Once initiated, data stored on the MFP's hard drive will not be recoverable.**
- Perform overwrite functions pursuant to the option selected by the customer and options available for the specific MFP. See Table 1 for options and descriptions.

Customer:

- Contact KMBS and schedule service date.
- Identify machines requiring data overwrite.
- Provide KMBS Field Engineer(s) physical access to all MFPs requiring data overwrite.

- Review and select overwrite options applicable to MFPs requiring data overwrite. Inform the KMBS Field Engineer of the overwrite options selected for the MFPs requiring data overwrite.
- Authorize the KMBS Field Engineer to perform the data overwrite. **Once initiated, data stored on the MFP's hard drive will not be recoverable.**
- Acknowledge data overwrite was completed by signing the Project Completion portion of this document.

**Option 3 - Hard Drive replacement and return
KMBS**

- Contact KMBS and schedule service date.
- Provide KMBS with a contact at location authorized to receive hard drive.
- Identify and order replacement parts for MFPs requiring hard drive replacement.
- Remove hard drives from applicable MFP units.
- Place hard drive in a sealed container and surrender to the customer's designated recipient.
- Install replacement hard drive (and any other requisite parts). Initialize the system and install base MFP system firmware permitting standard operations and functions. It may not be possible to reinstall special application/add-on software packages. (Examples include: i-Option applications, audit software, accounting software and document management software.)

Customer:

- Identify machines requiring hard drive replacement. Provide KMBS with MFP model and serial number.
- Provide KMBS Field Engineer(s) physical accesses to all MFPs requiring hard drive replacement.
- Authorize the hard drive replacement. Once the hard drive is removed, data stored on the MFP's hard drive will no longer be accessible via traditional methods.
- Designate by name the individual(s) who shall receive hard drives removed from the MFPs. Print or type name: _____
- Acknowledge completion of the hard drive replacement(s) by signing the Project Completion portion of this document.

Solution Overview:

The following MFPs and options have been designated for this project.

Option 2: Data Overwrite shall be performed on the following MFPs

Model	Serial #	Overwrite Option	Completion

Option 3: Hard Drive replacement and return shall be performed on the following MFPs

Model	Serial #	Hard drive Surrendered to:

Project Schedule

Project will begin within ____ days upon receipt of Customer's acceptance by KMBS.

Assumptions

1. Hard drive replacements are available from an acceptable source.
2. Special software application installed on MFPs may not be reinstalled after the data overwrite or hard drive replacement.
3. MFPs are operational and KMBS Field Engineers will have physical access to the designated units.

Project Acceptance

1. The estimated hours required to complete this project is:
2. The estimated cost of this project is: \$
3. Project completion is scheduled on:

Change Approval Process

Change Requests shall be submitted by the customer to the KMBS project manager. The request shall describe the problem or question that resulted in the desired change. The KMBS project manager will evaluate and identify the amount of time that will be added to the project schedule, if any, as well as additional services price, if any.

KMBS standard Terms and Conditions apply to the agreement. A copy of KMBS Terms and Conditions can be provided upon request.

Customer SOW Acceptance:

Project Completion:

Date

Date

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Konica Minolta bizhub built-in Mode Overwrite method compliance options	
Mode 1	
Overwrite with 0x00	Japan Electronic & Information Technology Association Russian Standard (GOST)
Mode 2	
Overwrite with random 1 byte numbers Overwrite with random 1 byte numbers Overwrite with 0x00	National Security Agency (NSA) standard
Mode 3	
Overwrite with 0x00 Overwrite with 0xff Overwrite with random 1 byte numbers Verify	US Navy (NAVSO P-5239-26) Department of Defense (DoD 5220.22M)

ATTACHMENT I, KONICA MFP HARD DRIVE SECURE DISPOSAL TERMS AND CONDITIONS

The following terms and conditions apply to the provision of hard drive disposal services by Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") to Customer during the term of this Agreement:

1. OVERVIEW: This service is provided in connection with the "Statement of Work for KMBS MFP Hard Drive Secure Disposal Service" entered into between Customer and KMBS.

2. PAYMENT: Payment is due within thirty (30) days from the date of the invoice. Should the customer fail to make any payment due hereunder, or be or become insolvent or be a party to or acquiesce in any bankruptcy or receivership proceeding or any similar action affecting the affairs or property of Customer, or violate any aspect of this Agreement, KMBS may (1) refuse to continue to provide the service, or (2) furnish service on a time, travel and material basis, without prejudice to any other remedies KMBS may have. Reasonable costs, including counsel fees, shall be recoverable by KMBS in the event collection activities, including litigation, are required to collect outstanding amounts due under this Agreement. **NO CASH PAYMENTS ACCEPTED.** Accepted manners of payment are by major credit card or checks made payable to KMBS.

3. SITE PREPARATION & ACCESS: Customer shall ensure that equipment is placed in an environment that conforms with the manufacturer's specifications and requirements. Customer shall provide KMBS' personnel with free and full access to the equipment and any necessary operating time for the purposes of furnishing the hard drive disposal services. Customer shall arrange and insure that one of its employees is present at all times when KMBS personnel perform the hard drive disposal services.

4. LIMITS TO SCOPE OF SERVICE: KMBS reserves the right to refuse to provide the hard drive disposal services if, in its opinion, the condition or location of the equipment creates an unreasonable risk to KMBS or KMBS's technicians. KMBS is not liable for any failure or delay in performance due to any cause beyond its control.

5. ADDITIONAL EQUIPMENT: No hard drive disposal services for additional or substituted equipment will be provided by KMBS until it is accepted by KMBS in writing.

6. SERVICE INCLUDED: KMBS' obligations under this Agreement is to provide the hard drive data protection service selected on the Konica Hard Drive Disposal

Options Form, upon Customer's scheduling of a service date with KMBS. Services included in each of the respective hard drive exchange or data sanitization services are detail in the statement of work attached hereto. Unless otherwise indicated, normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed by KMBS. Overtime charges, at KMBS' then current Master Agreement rates, will be charged for all services provided outside normal business hours at Customer's request.

7. PROJECT SCHEDULING: Customer shall contact KMBS and schedule a service date. If KMBS cannot provide the services by the service date requested, KMBS will notify customer of the earliest possible date in which the services can be rendered. KMBS shall not be liable and Customer shall indemnify, defend and hold harmless KMBS for any claims, damages, fees, penalties, lease renewals or third party late charges directly or indirectly related to KMBS being unable to schedule the services on customer's requested date or customer not providing sufficient time in which to provide such services.

8. SELLER'S AGENTS: Customer acknowledges that it has been advised that no employee, representative or agent of KMBS has any authority to bind KMBS to any affirmation, promise, representation, or warranty concerning any of the equipment or services. Unless an affirmation, promise, representation, or warranty is specifically set forth in this Agreement it does not form a basis of this bargain and shall not be enforceable against KMBS.

9. LIMITS ON DATA WIPE: Customer acknowledges that no data wipe process will leave a hard drive as free from unreadable residual data as a comparable new product. KMBS makes no recommendations regarding the Customer's data removal requirements or representations regarding the effectiveness of one method of data removal over another.

10. ASSIGNMENT: Customer may not assign this Agreement, without KMBS' express written consent. In the event that KMBS assigns or subcontracts any of its obligations under this Agreement, KMBS shall remain primarily responsible to perform those obligations. KMBS may assign, without notice, any of its rights under this Agreement.

11. NOTICES: All notices required to be given under this Agreement shall be in writing and shall be sent by U.S. first class mail to the parties as follows: To Customer at the address listed on the front of this Agreement and to

KMBS, at 100 Williams Drive, Ramsey, NJ 07446,
Attention: Office of Direct Administration.

12. INDEMNIFICATION: Customer shall bear all risk of theft, loss or damage not caused by KMBS employees or agents, to all equipment to which hard drive disposal services are provided under this Agreement. Customer agrees to indemnify, defend and hold harmless KMBS, its officers, directors, employees and agents from all loss, liability, claims, fines or expenses (including reasonable attorney's fees) arising out of Customer's violation of any Federal, State, or Local Laws unless said violation was caused solely as the result of a negligent or intentional act or omission by KMBS.

13. WARRANTY: KMBS WARRANTS THAT THE SERVICES SHALL BE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER. KMBS MAKES NO OTHER WARRANTIES WHATSOEVER EXPRESS OR IMPLIED WITH REGARD TO THE HARD DRIVE DISPOSAL SERVICE AND EXPRESSLY EXCLUDES ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

14. REMEDY LIMITATIONS: THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES FOR ANY PROVEN BREACH OF THIS AGREEMENT (INCLUDING WARRANTY). THE PARTIES DO RESERVE THE RIGHT TO RECOVER CONTRACT DAMAGES ALLOWED VIA THIS AGREEMENT. KMBS' LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE COVER DAMAGES ON THE COST OF ALTERNATE HARD DRIVE DISPOSAL SERVICES AND/OR THE HARD DRIVE PURCHASED BY THE CUSTOMER. KMBS SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES DUE TO LOSS, CORRUPTION, DISCLOSURE OR USE OF DATA OR INFORMATION OF ANY KIND. LOSS OF OR DAMAGE TO REVENUE, PROFITS OR GOODWILL, DAMAGES DUE TO NON-COMPLIANCE WITH THIRD PARTY REQUIREMENTS, DAMAGES DUE TO ANY INTERRUPTION OF BUSINESS, DAMAGE TO CUSTOMER'S COMPUTERS OR NETWORKS, EVEN

IF KMBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. APPLICABLE LAW: This Agreement shall be governed by the laws of the State of New York without regard to choice of law principles. In the event of litigation or other proceedings by KMBS to enforce or defend any term or provision of this Agreement, Customer agrees to pay all costs and expenses sustained by KMBS, including but not limited to, reasonable attorney's fees. Customer further agrees to litigate any dispute concerning this matter in the courts of the State of New Jersey, consents to jurisdiction in that forum and waives the right to jury trial.

16. FORCE MAJEURE: Neither party shall be responsible for delays or failure in performance of this Agreement (other than failure to make payment) to the extent that such party was hindered in its performance by any act of God, civil commotion, labor dispute, or any other occurrence beyond its reasonable control.

17. WAIVER & SEVERABILITY: Failure by KMBS to enforce any provisions of this Agreement or any rights hereunder, or failure to exercise any election provided for herein, shall in no way be considered a waiver of such provisions, rights, or elections, or in any way affect the party's right to later enforce or exercise the same or other provisions, rights, or elections it may have under this Agreement. If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of the remaining provisions of this Agreement.

18. ORIGINAL DOCUMENT: Customer further agrees (a) that facsimile or electronic signatures shall be accepted as original signatures; and (b) that this Agreement or any document created pursuant to this Agreement, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. KMBS may accept orders electronically from Customer pursuant to this Agreement. Neither party shall raise any objection to the authenticity of this Agreement or any document created hereunder, based on either the use of a facsimile signature or the use of a copy retrieved from an electronic storage system.

ATTACHMENT J, KONICA SITE AGREEMENT



KMBS Site Agreement

Page 1 of 2

NASPO ValuePoint RFP-NP-18-001 - MPS Site Agreement

Agreement Between Konica Minolta Business Solutions U.S.A., Inc. and:

Customer		Sold to ID	
Address			
City	State	ZIP	
Invoice Address			
City	State	ZIP	
Customer Email			

Monthly Printer Pricing

Device Description	CPP Pricing	CPP Print Allowance (Volume)	Flat Rate (Price Per Device)	No. of Devices (Quantity)	Base Fee (Price)
Network Color					
Network Mono					
Local Color	N/A	N/A			
Local Mono	N/A	N/A			
Thermal	N/A	N/A			
Scanner	N/A	N/A			
MICR Printer			N/A		
Specialty					
Total Monthly Base Cost Upon Contract Signing					\$ 0 00

Flat rate monthly pricing will change as devices are added to the contract

For additional pricing, use separate attachment For initial device inventory, see fleet report detail

Agreement Effective Date		Term	
P.O. Number (if Required)		PO Expiration Date	

Covered Sites – KMBS will provide services on supported products at the listed sites

Address		Service/Supply Contact	
City		Subnet In	Email
State	ZIP	Subnet Out	Phone
Address		Service/Supply Contact	
City		Subnet In	Email
State	ZIP	Subnet Out	Phone
Address		Service/Supply Contact	
City		Subnet In	Email
State	ZIP	Subnet Out	Phone

For larger lists of covered sites, use separate document (Excel, Word, etc) and attach



Supported Equipment – Supported equipment inventory list is provided in Attachment Schedule A (Consult App-generated Asset Listing) or the supported equipment list below. If additional space is required, please complete a "KMBS Site Agreement Schedule B". KMBS will provide services on the products/models specified in Schedule A and/or B.

Device Type	Make	Model	Serial No.	Special Consideration

Customer Approval: Customer's signature below acknowledges Customer's consent to 'KMBS MPS Terms and Conditions (dated June 1, 2017)'; in accordance with the NASPO ValuePoint contract, terms of which are incorporated into this agreement. Customer agrees to provide resources required by KMBS to fulfill the contracted services including physical space, network access and qualified personnel to assist where needed. Coverage listed on this agreement is contingent on acceptance by Konica Minolta Business Solutions U.S.A., Inc.

Comments

Customer Approval – please sign below	
Name	
Signature	
Title	
Date	

KMBS Sales Executive – please sign below		KMBS Management Approval – please sign below	
Name		Name	
Signature		Signature	
KMBS Employee ID		Title	
Date		Date	

Footnotes: 1. Please refer to program documentation for full details and limitations. 2. KMBS standard offering is monthly flat rate or CPP base with quarterly coverage billing where applicable. Pricing is for the first three months of the term. 3. The Zebra PowerDirect program is for service support and includes papers, labels, and thermal print heads.

KMBS NASPO ValuePoint RFP-NP-18-001
Terms and Conditions (dated June 1, 2017)

The following terms and conditions apply to the provision of services by Konica Minolta Business Solutions U.S.A., Inc. (KMBS) to the Customer during the term of this Agreement.

Equipment Services

100. Site Environment: Customer shall be responsible to ensure that Equipment is placed in a location that meets manufacturer's requirements (available on the KMBS website) including space, power, network, temperature and humidity. Electrical power must meet voltage, amperage and electrical noise level requirements. KMBS personnel will be granted reasonable and safe access to perform services when required.

101. Color Calibration and Management: Routine and periodic color calibration and management of production color print profiles is not covered by this Agreement.

Supplies and Consumables

200. Consumable Supplies: KMBS will provide toner for covered Equipment on an as needed basis. Consumable supplies do not include staples or paper. Wide format equipment may have other coverage options and/or exclusions. The consumable supplies provided are the property of KMBS until they are consumed and are intended to be used exclusively in the covered Equipment. Customer bears the risk of loss of unused supplies in the event of theft, employee misconduct, fire or other mishap.

201. Expected Yield: Pricing under this Agreement is based on published and commercially reasonable expectations of supply and consumables consumption. At its discretion, KMBS may perform an audit of supply/consumables consumption and Equipment usage data to determine consumption levels. In the event the actual consumption levels exceed the levels used to determine contract pricing by more than 20%, KMBS shall have the right to invoice for the excess consumption.

202. Supply Source: Genuine Konica Minolta supplies will be used under this Agreement for Konica Minolta Equipment. For non-Konica Minolta products KMBS will provide fully compatible toner and print cartridges for use in covered Equipment.

203. Auto Supply Delivery: If services are provided as part of a managed services agreement, KMBS requires a designated Customer contact(s) to confirm supply shipments via email and maintain delivery address information via MyKMBS.com or other agreed methodology.

Software and Maintenance

300. Licenses: KMBS hereby grants the Customer the non-exclusive, non-transferable right to install, and use the software

301. License Reactivation: Customer is responsible to safeguard software license keys. KMBS may charge a reactivation fee in the event license keys need to be

regenerated.

302. Site Environment: Customer shall be responsible to insure that software is installed in an environment that meets manufacturer's requirements including operation system level, disk space, power, network, temperature and humidity.

303. Data Backups and restoration: Customer is responsible to manage server data backups. KMBS recommends adherence to industry best practices for backup procedures. In the event of a catastrophic data loss, the Customer is expected to restore the environment and data to prior state.

304. Access: Customer shall provide KMBS personnel with access to the servers and/or Equipment where the software is installed. Customer shall arrange and ensure that one of its employees or designated agents are present at all times when KMBS is performing maintenance and support services.

305. Solutions warranty: KMBS makes no warranty regarding the fitness of software that may or may not have been executed in conjunction with this Agreement for any particular use. If any 3rd party software or services are included at the time of sale, those warranties would be covered under the 3rd party end user license agreement or the master agreement between the 3rd party and KMBS.

306. Solution Integration: Solution integration with print output devices covered under this or another agreement may be affected by existing Customer software, configuration changes or other network environment issues. KMBS reserves the right to assess additional charges to resolve complex integration issues, including situations where the solution was initially provided by KMBS.

307. Term: Coverage for both level 0 (Software maintenance) and level 1 (Helpdesk support) begin at time of installation of software at Customer's location. Level 1 support is only available when level 0 supports are in effect.

Software Maintenance (Level 0) and Helpdesk (Level 1)

400. Software Maintenance (Level 0): If this option is selected, the Customer is entitled support as defined in the 'Patches and Updates' sections.

401. Patches and Updates: Customer is eligible to receive periodic maintenance patches, hot-fixes and updates for licensed software covered under maintenance. Excluded are full version upgrades (i.e. v1.2 to v2.0) and the installation services required to install patches, hot-fixes and updates.

402. Access to patches and updates: Customer will be provided access to a website operated by KMBS or 3rd party supplier where patches and updates are accessible for download.

403. Start of service: Start of service rules may vary by

OEM, software activation is expected within 30 days of purchase or install whichever comes first.

404. Current version: Customer is required to keep software and OS at the latest recommended version levels. Failure to perform recommended updates may result in suspension and/or termination of services under this Agreement.

405. Solutions Helpdesk Support (Level 1): If this option is selected, expert helpdesk support is available to the Customer to assist with covered software solutions including, PageScope Enterprise, Print Groove, Dispatcher Pro and select 3rd party solutions. Included are helpdesk services related to end-user support, baseline workflows, features and administrative functions involved in the operation of the software and workflows. Customer participation is required for remote and/or on-site support.

Professional Services, Solutions and Network

500. Initial Assessment: Customer agrees to provide or assist in gathering network configuration details needed by KMBS to perform contracted services.

501. Basic Network Services (BNS): BNS, where offered, covers common network integration in a MS WindowsTM centric environment with typical network schema and print/scanning requirements. KMBS reserves the right to assess additional fees depending on the extent of the network integration requirements needed.

502. Technical Pilot: When required Customer agrees to participate in a technical pilot where software installation, configuration, use cases and integration requirements are determined. Customer also agrees to participate in testing of the system(s).

503. Solution Baseline: Solution baseline is defined as the operating level and configurations agreed to by Customer and KMBS upon completion of the technical pilot and testing.

504. Enhancements: Enhancements and professional services beyond the baseline capabilities of the solution are available at an additional charge.

505. Customer Data: KMBS shall not be liable for any claims, damages and cost relating to loss of data or disclosure of data due

to acts or omissions of Customer or its employees, end-user errors or release of administrator password.

506. Hard Drive Security: If 'bizhub SECURE' or a comparable option has been ordered, KMBS will provide advanced security services. These services include real-time, hard-drive encryption (It uses either one-time overwrite or three times overwrite in compliance with U.S. Department of Defense standards) and document data security through disk over-write as well as user mailbox data deletion, HDD encryption, HDD lock and administrative password (according to Customer policy).

507. Professional Services Projects: When requested by the Customer, KMBS can provide professional services associated with the enhancement of the Customer's printing, network connectivity, end of life hard drive disposal, fleet management, user experience, production management, job tracking and document environment. Such projects will be quoted and upon approval, performed and billed at Master Agreement rates.

Meter and related

600. Fleet Device Monitoring: If the Customer agrees to allow KMBS to install and maintain server based software to monitor the printing devices on the Customer network, and the monitoring software cannot reliably operate in the Customer's environment for any reason, KMBS reserves the right to suspend or terminate services under this Agreement.

Renewal and Maintenance



























700. Auto Add of Equipment: Where the use of 'Fleet Device Monitoring' as part of a managed print program has been agreed to, it will be used to detect new devices and add such devices to this Agreement at Master Agreement rates. The added device(s) will be covered under the terms of this Agreement. The Customer will be notified via email and may reject the addition of the device(s) by contacting KMBS.



KMBS Site Agreement Schedule B

Device Type	Make	Model	Serial No.	Special Consideration

ATTACHMENT K, SOFTWARE END USER LICENSE AGREEMENTS

 EFI OPTITEX EULA.docx	 Equitrac EULA.pdf	 Hyland EULA.pdf	 ITC Systems EULA.docx	 Jamex EULA.docx	 Kno2 EULA.pdf
 KONICA EULA.pdf	 LANTRONIX EULA.pdf	 MPI EULA.doc	 MyStemKits EULA.docx	 Nintex EULA.docx	 Nuance EULA.pdf
 OnBase EULA.docx	 Open Text EULA.pdf	 PageDNA EULA.docx	 PaperCut EULA.docx	 Pharos On Premise EULA.doc	 Pharos SaaS Agreement.docx
 Pharos SaaS Agreement.docx	 Prism Software EULA.pdf	 QAI EULA.pdf	 Quite Imposing Plus EULA.pdf	 RSA EULA.pdf	 School Gate Guardian EULA.pdf
 Solimar Systems EULA.pdf	 Square 9 EULA.pdf				