

NASPO ValuePoint
PARTICIPATING ADDENDUM



**MULTI-FUNCTION DEVICES AND RELATED
SOFTWARE, SERVICES AND CLOUD SOLUTIONS**
Led by the State of Colorado

Master Agreement #: 187962

Contractor: **KONICA MINOLTA BUSINESS SOLUTIONS INC., U.S.A.**

Participating Entity: **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**

The following Products and Services are included in this contract portfolio:

- Group A – MFD, A3
- Group B – MFD, A4
- Group C – Production Equipment
- Group D – Single-function Printers
- Group E – Large/Wide Format Equipment
- Group F – Scanners
- Group G – Software
- Group H – Consumable Supplies
- Group I – Managed Print Services (MPS)
- Sub-Group G1 – Software Related Services
- Sub-Group C1 – Standalone Production Devices
- Sub-Group C2 – Industrial Print Equipment
- Sub-Group D1 – Specialty Printers
- Accessories for Discontinued Base Units
- Maintenance Services for new, remanufactured, refurbished, and legacy devices

Master Agreement Terms and Conditions:

1. **Scope:** This addendum covers the *Multi-Function Devices and Related Software, Software and Cloud Solutions portfolio* led by the State of Colorado, for use by state agencies and other government entities located in the Participating State *[or State Entity]* authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. **Participation:** This NASPO ValuePoint Master Agreement may be used by all entities under the authority of Lexington-Fayette Urban County Government. Issues of interpretation and eligibility for participation are solely within the authority of the Lexington-Fayette Urban County Government Chief Procurement Official.
3. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):



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Contractor

Name:	Nitzia Payne, State Contract Specialist
Address:	1595 Spring Hill Road, Suite 410, Vienna, VA 22182
Telephone:	703-637-1540
Email:	npayne@kmbs.konicaminolta.us

Participating Entity

Name:	Lexington-Fayette Urban County Government
Address:	200 E. Main St., Lexington, KY 40507
Telephone:	859-258-3320
Fax:	n/a
Email:	tslatin@lexingtonky.gov ; chayes@lexingtonky.gov

4. Participating Entity Modifications or Additions to The Master Agreement: Modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check **one of the boxes below**.

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

☐ The following changes are modifying or supplementing the Master Agreement terms and conditions.

["Reserved"]

5. Lease and Rental Agreements:

- (a) Lease and Rental Terms: Equipment leases and rentals are subject to the Terms and Conditions as set forth in the Master Agreement, Section III Purchase, Lease and Rental Programs A-F, unless otherwise agreed to by the parties thereto, and shall be in the form of the KMBS Master Lease Agreement (Attachment 1) and KMBS Master Premier Advantage Lease Schedule with Maintenance (Attachment 2), or KMBS Master Premier Lease Schedule without Maintenance (Attachment 3).
- (b) In lieu of signing a KMBS Master Lease Agreement and KMBS Master Premier Advantage Lease Schedule, the Purchasing Entity may initiate a Lease by issuing a purchase order ("PO") that states "This Purchase Order is subject to and incorporates by reference (i) that certain KMBS Master Lease Agreement as Attachment 1 to NASPO



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ValuePoint Master Agreement No. 187962. This purchase order shall constitute a KMBS Master Premier Advantage Lease Schedule under the terms of the KMBS Master Lease Agreement. Standard, preprinted purchase order terms and conditions set forth in, incorporated into or referenced in this purchase order shall have no effect.

- (c) Each Lease, whether in the form of a Schedule or PO, constitutes a separate and independent agreement between the parties thereto and ranks in priority with this Participating Addendum. Each Schedule or PO, as applicable, together with the KMBS Master Lease Agreement, and this Section constitutes the entire agreement between the parties thereto with respect to the lease of the equipment; provided, however, that in the event of any conflict between a Lease and the NASPO ValuePoint Master Agreement, the NASPO Master Agreement shall govern and control. In the event of a conflict between the NASPO ValuePoint Master Agreement and the Participating Addendum, the terms of the Participating Addendum will control. No modification or amendment to any Lease shall be binding upon the parties unless such modification is in writing and signed by the parties.
- (d) INDEMNITY: Except to the extent as may be prohibited or limited by applicable law, 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. This indemnity survives the expiration or termination of this Agreement.
- (e) Software Only - Obligor hereby assumes liability for, and shall pay when due, and on a net after-tax basis shall indemnify and defend Payee, and, as applicable, any Assignee, against, all import, warehouse and other fees, sales, use, property, value added, withholding and other taxes and governmental charges (including, without limitation, customs and other duties and interest and penalties) of any nature imposed upon or in any way relating to Payee, Assignee, Obligor, any Licensed Software, any Services, and/or the Software Agreement (including without limitation the purchase, licensing, ownership, shipment, transportation, delivery, installation, leasing, possession, use, operation, storage and return of such Licensed Software and the purchase and use of the Services) or any Schedule, except state, local or Federal taxes on or measured by Payee's and any Assignee, as applicable, net income (collectively, "Taxes").
- (f) Software Only - RIGHTS AND REMEDIES. If an Event of Default has occurred and is continuing, then Payee may (at its option and with notice to Obligor or any other person (except as otherwise provided in Section 4): (a) require the outstanding balance of the applicable Schedule Installment Payment amounts immediately due and payable (including, without limitation accrued but unpaid interest) of any or all Schedules, plus the present value discounted to the date of the default at the lesser of (a) per annum interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining Payment term, all as reasonably determined by US, or (b) 3% per annum, of the remaining unpaid balance of the Installment Payments and other Payments to



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become due to become immediately due and payable by Obligor; and (b) cause Licensor to terminate all of Obligor's rights to use any or all of the Licensed Software or any or all Services; and (c) pursue any rights or remedies available at law or in equity. In the event Payee, or any Assignee, as applicable, shall institute any action for the enforcement of the collection of all or any portion of the Installment Payments or any other indebtedness under any Schedule or to protect, preserve or enforce its rights, there shall be immediately due from Obligor, in addition to the amounts due above, all costs and expenses of such action, including, without limitation, attorneys' fees and expenses. No failure or delay on the part of Payee, or any Assignee, as applicable, to exercise any right or remedy hereunder shall operate as a waiver thereof of such right or of any other right under this MIPA or any Schedule or under any other document or instrument executed or delivered in connection with this MIPA or any Schedule. All remedies are cumulative and not exclusive. Except as expressly provided herein, Obligor hereby waives grace, demand, presentment for payment, notice of non-payment, protest and notice of protest, notice of dishonor or default, notice of intent to accelerate, notice of acceleration and diligence in collecting and bringing of lawsuit and/or other enforcement action. To the extent permitted by law, Obligor agrees that neither Payee nor any Assignee nor Licensor shall be required to license, lease, transfer or use any Licensed Software in mitigation of any damages resulting from Obligor's default. Notwithstanding any other provisions of this MIPA or any Schedule or any document or instrument executed or delivered in connection with this MIPA or any Schedule, interest, fees and the like shall not exceed the maximum rate permitted by applicable law.

Assignment: Contractor may assign, solely for financing purposes, their right title and interest in and to: (i) the Products subject to the Lease Agreement; (ii) all payments and other amounts due and to become due thereunder with respect to the Products; and (iii) all rights and remedies under this Participating Addendum with respect to the Products, such payments and other amounts due. Any such assignment however, does not excuse Contractor from fulfilling their obligations outlined in the terms and conditions of either the NASPO ValuePoint Master Agreement # 187962 or the Participating Addendum. Contractor intends to assign, solely for financing purposes, rights as set forth immediately above.

All lease and rental programs must remain with the Contractor, Authorized Dealers, Contractor's leasing partners, or third-party financial institutions throughout the term of the agreement.

End of Term Notification: Contractor must notify a Purchasing Entity, in writing, of their End of Term options at least sixty (60) days prior to the end of any Initial Lease or Rental Term. Such notification may include, but not be limited to, the following:

- i. Any acquisition or return options, based on the type of lease or rental agreement;



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- ii. Any renewal options, if applicable; and/or
 - iii. Hard drive removal and surrender cost, if applicable.

End of Term Options: If a Purchasing Entity desires to exercise a purchase, renewal, or return of the Equipment, it shall give Contractor at least thirty (30) days written notice prior to the expiration of such lease or rental term. Notwithstanding anything to the contrary, if Purchasing Entity fails to notify Contractor of its intent with respect to the exercise of a purchase, renewal, or return of the Equipment, the Initial Lease or Rental Term shall be terminated on the date as stated in the Order and removal of the Product will be mutually arranged.

- 6. Authorized Dealers: All Contractors and resellers authorized by NASPO, are listed in Contractor's Authorized Dealer List, which is available on the NASPO ValuePoint website, and are approved to accept orders and provide sales, service support, and invoicing to participants in the NASPO ValuePoint Master Agreement. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in the Master Agreement.
- 7. Orders: Any order placed by a Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement..

All orders should contain the following (1) "PO subject to NASPO ValuePoint Contract # 187962 & Participating Entity Lexington-Fayette Urban County Government" (2) Purchaser's Address, Contact, & Phone-Number (3) Purchase order amount (4) Type of Lease or rental and monthly payment (5) Itemized list of accessories (6) Service program and rates (7) Attached SOW Template if applicable.

- 8. Product Installation & Invoicing: Unless otherwise agreed to by both parties, signing the delivery and acceptance ("D&A") certificate constitutes Acceptance of the Device(s) and allows Contractor to invoice for the Device(s). Failure to sign the D&A or reject the Device(s) within the foregoing five (5) day period shall be deemed as Acceptance by the Purchasing Entity.

Contractor will provide timely billing and Purchasing Entity 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.



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Invoices that are generated without receiving the proper meter read information from the Purchasing Entity will not be considered inaccurate.

The Purchasing Entity shall provide written notice of any alleged invoicing issue(s) and the Contractor will be allowed a thirty (30) day cure period to address any such issue. Failure on the Contractors part to maintain accurate invoicing shall result in a \$25.00 per instance credit on the following month's invoice.

9. 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, and may be purchased as a stand-alone option. 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.

NSP items may only be acquired through the Contractor or their Authorized Dealers and must be reported quarterly with all other sales under the resulting Master Agreement. NSP items must be priced at a minimum discount of 15% from MSRP or List Price. The maximum allowable amount of all NSP items in a single Order shall be determined by the Participating State or Entity.

10. Showroom Equipment: Upon request by a Purchasing Entity, showroom Equipment for Groups A and B may be converted to a purchase, lease, or rental providing the following conditions are met:
- a. The meter count on Group A and Group B Devices does not exceed 10,000 copies total (i.e. b&w and color combined); and
 - b. The Device must be discounted by at least 5% off the Master Agreement pricing for that same Device; and
 - c. The Purchasing Entity and the Contractor must indicate on the Order that the Device is a showroom model.
11. Software: Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software. Software subscriptions shall not be subject to automatic renewals, unless otherwise agreed to in an Order. Purchasing Entities shall have the option to finance software subscriptions by utilizing Contractor lease and rental



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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, unless otherwise agreed to by a Participating State or Entity. 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.



12. Maintenance Service Level Agreements: Purchasing Entities are subject to the Contractor's Standard Service Levels as outlined in the Master Agreement, Contractor's Supplemental Documents, or as otherwise negotiated by the Participating State or Entity.

Managed Print Services ("MPS") Level Agreement: Purchasing Entities are subject to the Contractor's "Konica Sample MPS Statement of Work" provided in Master Agreement as Attachment 15, or a similar format approved by both parties. 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. All MPS engagements shall require the Contractor and Purchasing Entity to complete a detailed statement of work, which must be approved by both parties prior to the initiation of any engagement.

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

Participating Entity: Lexington-Fayette Urban County Government	Contractor: Konica Minolta Business Solutions U.S.A. Inc.
Signature: 	Signature: 
Name: Linda Gorton	Name: Kristen McKenna
Title: Mayor	Title: Director, Government Contracts
Date: 10/8/24	Date: 10/3/24

[Additional signatures may be added if required by the Participating Entity]

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

Cooperative Portfolio Manager:	Joel Atkinson
Telephone:	(850) 848-1250
Email:	jatkinson@naspovaluepoint.org

[Please email fully executed PDF copy of this document to

PA@naspovaluepoint.org

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