STATE OF NEVADA STATEWIDE CONTRACT VIA COOPERATIVE

Nevada Contract No.	**99SWC-NV25-22378**
Cooperative Contract No.	**187646**
Solicitation No. and Agency	**RFP-NP-23-001 State of Colorado**
Title	**Multi-Function Devices and Related Software, Services and Cloud Solutions**

Government Entity	**Nevada State Purchasing of the Department of Administration (State Purchasing)**		
Address	**515 E Musser St, Ste 300**		
City, State, Zip Code	**Carson City, NV 89701**		
Contact	**Teri Becker**		
Phone	**775-531-3317**	Email	**tbecker@admin.nv.gov**

Contractor	**Konica Minolta Business Solutions USA Inc.**		
Address	**100 Williams Drive**		
City, State, Zip Code	**Ramsey, NJ 07446**		
Contact	**Nitzia Payne**		
Phone	**703-637-1540**	Email	**npayne@kmbs.konicaminolta.us**

1. **SCOPE.** This purpose of this contract is to provide Multi-Function Devices and Related Software, Services and Cloud Solutions as described in the Cooperative Contract referenced above.

2. **TERM.** This contract shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Cooperative Contract, as amended, unless this contract is terminated sooner in accordance with the terms set forth herein.

3. **ATTACHMENTS**

3.1. The following documents are incorporated in descending order of constructive precedence.

A. NEVADA STATEWIDE CONTRACT TERMS
B. STATE OF NEVADA AGREEMENT FOR LEASE OF EQUIPMENT
C. NEVADA SERVICE LEVEL AGREEMENT - FINAL
D. NEVADA MPS STATEMENT OF WORK - FINAL

3.2. The following documents are incorporated by reference but not attached.

A. The Cooperative Contract referenced above.
B. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.

4. **AUTHORITY.** Each person signing represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery and the performance of each party's obligations hereunder have been duly authorized, and this is a valid and legal agreement binding on the parties and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 2 above.

Government Entity: **State of Nevada**	Contractor: Konica Minolta Business Solutions USA Inc.
Signature:	Signature: DocuSigned by: Kristen McKenna 8AA1BAB6FBE54BB...
Name: **Gideon K. Davis**	Name: Kristen McKenna
Title: **Administrator**	Title: Director, Public Sector Contracts
Date: 8/9/2024	Date: 8/9/2024

NEVADA STATEWIDE CONTRACT TERMS

1. PARTICIPATION. The benefits of this contract shall be extended to the governmental entities in Nevada listed below. The State is not liable for the obligations of any non-executive branch government entity which joins or uses this or any contract resulting from this contract.

1.1. STATE EXECUTIVE BRANCH AGENCIES. All state "Using Agencies", as defined by NRS 333.020(10), are authorized users of the contract in accordance with NRS 333.150.

1.2. LEGISLATIVE, AND JUDICIAL DEPARTMENTS AND CIVIL AIR PATROL. Any agency, bureau, commission or officer of the Legislative Department or the Judicial Department of the Nevada State Government or the Nevada Wing of the Civil Air Patrol or any squadron thereof are authorized users of this contract in accordance with NRS 333.469.

1.3. NEVADA SYSTEM OF HIGHER EDUCATION, LOCAL GOVERNMENTS AND DISTRICTS. The Nevada System of Higher Education, local governments as defined in NRS 354.474, conservation districts and irrigation districts in the State of Nevada are authorized users of this contract in accordance with NRS 333.470.

2. ADMINISTRATIVE FEE

2.1. Contractor shall pay a quarterly administrative fee payable to "State of Nevada Purchasing Division." Administrative fee is one percent (1%) and applies to all sales and other revenue, less merchant and interchange fees and adjusted for credits or refunds, by Contractor and any resellers, distributors, partners, or agents under the contract during a quarter, beginning the date of execution of this contract.

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

2.3. The State will not issue an invoice for administrative fee owed to the State. Contractor is responsible for payment of administrative fee with no prompting from the State. Contractor shall pay quarterly administrative fee within forty-five (45) calendar days of quarter end in accordance with *Fee Payment and Report Schedule.*

2.4. STATEWIDE CONTRACT QUARTERLY ADMINISTRATIVE FEE REPORT

2.4.1 Contractor shall complete and submit a Statewide Contract Quarterly Administrative Fee Report. The report shall identify payments received by Contractor from authorized entities made pursuant to the contract in the reporting period.

2.4.2 The template for required Statewide Contract Quarterly Administrative Fee Report is available on the Purchasing Division website http://purchasing.nv.gov/vendors/DBINV/. Reports must be submitted via email to NVQtlyReport@admin.nv.gov in accordance with *Fee Payment and Report Schedule.*

2.5. STATEWIDE CONTRACT QUARTERLY USAGE REPORT

2.5.1 Contractor shall complete and submit a Statewide Contract Quarterly Usage Report, to include at a minimum itemized data elements listed below.

2.5.2 The template for required Statewide Contract Quarterly Usage Report is available via a link on the Statewide Contract Quarterly Administrative Fee Report which is available on the Purchasing Division website http://purchasing.nv.gov/vendors/DBINV/. Reports must be submitted via email to NVQtlyReport@admin.nv.gov in accordance with *Fee Payment and Report Schedule.*

2.5.3 Data Elements

A. Customer Name. Name of entity making the purchase—if customer has multiple locations, please use primary entity name.
B. Customer Type. Indicate type of entity making the purchase.

   1. S=State Executive Branch Agency
   2. E=University and Community College
   3. P=Political Subdivision
   4. O=Other Entity

C. Authorization Number. Purchase Order Number provided by customer to authorize a purchase. If purchase was made with a credit card enter "P-Card."
D. Purchase Description. Description of the product(s) or service(s) purchased.
E. Quantity. Quantities (excluding returns) of product(s) delivered—enter a quantity of one (1) for service(s).
F. Unit Price. Unit price charged (excluding credits) for product or service purchased.
G. Total Cost. Extended cost of purchase line—quantity delivered x unit price charged.

2.6. FEE PAYMENT AND REPORT SCHEDULE. Contractor shall pay administrative fee quarterly, if owed, and submit a Statewide Contract Quarterly Administrative Fee Report and Statewide Contract Quarterly Usage Report, even if no payments are made in a quarter, in accordance with the following schedule.

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

2.7. REPORT MODIFICATIONS. The State reserves the right to modify requested format and contents of reports by providing thirty (30) calendar days written notice to Contractor. The State may unilaterally amend the contract, with (30) calendar days written notice to Contractor, to change timing for submission of reports. Contractor understands and agrees that if such an amendment is issued by the State, Contractor shall comply with all contract terms, as amended.

2.8. TIMELY REPORTS AND FEES. If an administrative fee is not paid and quarterly reports are not received within forty-five (45) calendar days of quarter end, then Contractor will be in material breach of this contract.

3. ORDER OF PRECEDENCE. This contract shall be the primary document for all Orders. An Order, Quote, Service, Agreement, or Purchase Order can dictate an order of precedence, but cannot supersede this contract.

4. ORDERS. Any Order placed by a governmental entity for a Product and/or Service available from this contract shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the contract unless the parties to the Order agree in writing that another contract or agreement applies to such Order. The cooperative contract number and/or state contract number must appear on every Quote/Purchase Order placed under this contract.

5. LEASING.

I. Only the approved State of Nevada Lease Agreement may be utilized by State Agencies.

II. Political Subdivisions may utilize the State Lease Agreement or may enter into Equipment leases via a Purchase Order subject to the Terms and Conditions as set forth in section III of the NASPO ValuePoint 187962 Master Agreement.

III. The Lease Agreement and each PO issued prior to the termination of this PA shall survive the termination of this PA and the Master Agreement.

IV. Except in the cases of non-appropriation of funds, leases and rentals are subject to the early termination charges as set forth in Section III.F (Leasing and Rental Terms and Conditions), Subsection 8 (Early Termination Charges) of the Master Agreement. With respect to the Equipment, the termination charge will 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.

V. The Lease Agreement and each PO issued prior to the termination of this PA shall survive the termination of this PA and the Master Agreement.

VI. 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.

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

6. All orders should contain the following (1) "PO subject to NASPO ValuePoint Contract # 187692 & State Contract #99SWC-NV25-22378 (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. **REQUISITIONS.** Orders for Nevada State executive branch agencies as defined in *Participation* will be processed by and through the Nevada Purchasing Division and a purchase order issued. Invoices and all correspondence related to an individual order will reflect the shipping address, billing address, and number on the purchase order issued by the State. Other entities as defined in *Participation* can purchase directly and be billed by vendor. Orders placed and paid via credit card do not require a PO.

8. **SERVICES.** All professional services, excluding warranty and break/fix support, requested by Nevada State executive branch agencies as defined in *Participation* will require the execution of a Service Agreement per NRS 333, NAC 333 and SAM 0300. Other entities as defined in *Participation* can purchase professional services directly and be billed by vendor. Pursuant to NRS 333.480(2), Services requiring a contractor's license issued pursuant to chapter 624 of NRS are not authorized under this agreement.

9. **SUBCONTRACTORS.** All contractors, dealers, resellers, distributors, and partners as shown on the dedicated Contractor cooperative contract website are approved to accept orders, provide sales, service, and invoicing support to participants of this agreement. Contractor's dealer participation will be in accordance with the terms and conditions set forth in the contract.

10. **BUSINESS LICENSE.** Pursuant to NRS 353.007 any contractor, dealer, reseller, distributor, partner, or person performing work under this agreement must hold a State business license pursuant to chapter 76 of NRS unless exempted pursuant to NRS 76.100(7)(b).

11. **NEVADA LAW AND STATE INDEMNITY.** Pursuant to NRS 333.339 any contract that is entered into may not: (1) Require the filing of any action or the arbitration of any dispute that arises from the contract to be instituted or heard in another state or nation; or (2) Require the State to indemnify another party against liability for damages.

10. GOVERNING LAW. This contract will be governed by the state laws of Nevada, without regard to conflicts of laws rules. Any litigation will be brought exclusively in a federal or state court located in Carson City, Nevada, and the Parties consent to the jurisdiction of the federal and state courts located therein, submit to the jurisdiction thereof and waive the right to change venue. The Parties further consent to the exercise of personal jurisdiction by any such court with respect to any such proceeding.

11. FEDERAL LAWS AND AUTHORITIES

11.1. CERTIFICATION. Any person who requests or receives a Federal contract, grant, loan, or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and shall not make, any payment prohibited by subsection (a) of 31 U.S.C. 1352.

11.2. COMPLIANCE. Federal laws and authorities with which the awarded vendor shall be required to comply, as applicable, are listed here but are not meant to be exhaustive. Awarded vendors are responsible for an awareness of, and compliance with, State and federal laws and regulations.

11.2.1 Archeological and Historic Preservation Act of 1974, PL 93-291
11.2.2 Clean Air Act, 42 U.S.C. 7506(c)
11.2.3 Endangered Species Act 16 U.S.C. 1531, ET seq.
11.2.4 Executive Order 11593, Protection and Enhancement of the Cultural Environment
11.2.5 Executive Order 11988, Floodplain Management
11.2.6 Executive Order 11990, Protection of Wetlands
11.2.7 Farmland Protection Policy Act, 7 U.S.C. 4201 ET seq.
11.2.8 Fish and Wildlife Coordination Act, PL 85-624, as amended.
11.2.9 National Historic Preservation Act of 1966, PL 89-665, as amended.
11.2.10 Safe Drinking Water Act, Section 1424(e), PL 92-523, as amended.
11.2.11 Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended.
11.2.12 Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants or Loans
11.2.13 Age Discrimination Act, PL 94-135
11.2.14 Civil Rights Act of 1964, PL 88-352
11.2.15 Section 13 of PL 92-500, Prohibition against sex discrimination under the Federal Water Pollution Control Act
11.2.16 Executive Order 11246, Equal Employment Opportunity
11.2.17 Executive Orders 11625 and 12138, Women's and Minority Business Enterprise
11.2.18 Rehabilitation Act of 1973, PL 93, 112
11.2.19 Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646
11.2.20 Executive Order 12549 – Debarment and Suspension
11.2.21 Davis-Bacon Act 40 U.S.C. 3141-3148
11.2.22 Contract Work Hours and Safety Standards Act 40 U.S.C. 3701-3708
11.2.23 Rights to Inventions Made Under a Contract or Agreement 37 CFR §401.2(a)
11.2.24 Byrd Anti-Lobbying Amendment 31 U.S.C. 1352
11.2.25 Americans With Disabilities Act of 1990, PL 101-336
11.2.26 Health Insurance Portability and Accountability Act of 1996, PL 104-191
11.2.27 Equal Pay Act of 1963, PL 88-38
11.2.28 Genetic Information Nondiscrimination Act, PL 110-233

NASPO ValuePoint MSA #187646
CONTRACT #99SWC-NV25-22378

STATE OF NEVADA
AGREEMENT FOR LEASE OF EQUIPMENT

A Contract Between the State of Nevada
Acting By and Through Its

(NAME, ADDRESS, PHONE AND FACSIMILE NUMBER OF LEASING AGENCY)

and

Konica Minolta Business Solutions USA Inc.
Nitzia Payne
100 Williams Drive
Ramsey, NJ 07446
703-637-1540
npayne@kmbs.konicaminolta.us

WHEREAS, NRS 333.150 authorizes the Administrator of the Purchasing Division to approve the rental or lease of equipment by Using Agencies; and

WHEREAS, The State of Nevada and its Using Agencies are authorized to lease under the above referenced NASPO ValuePoint Master Agreement and the State's Participating Addendum; and

WHEREAS, it is deemed that the lease of this equipment is both necessary and for the good of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. LEASE TERM. This Agreement shall be effective upon the date of the last signature on the final page. The Lease term shall be from date of acceptance of delivery to a date _____ months from satisfactory delivery, unless sooner terminated by either party as set forth in this Agreement in paragraph 7.

2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS §41.0307. "Lease Term" means the term of the Agreement set forth in Section 1. "Leased Equipment" means the equipment described in Exhibit A and any equipment replaced by Lessor during the term of this Agreement. "Lessor" means a person or entity from whom the State has leased equipment under the terms and conditions set forth in this Agreement. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.

3. NOTICE. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered personally in hand, (b) delivered by telephonic facsimile or email with simultaneous regular mail, or (c) mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above. For purposes of computing times from service of notice, service of notice by delivery in hand shall be effective on the date of delivery; notices that are mailed shall be effective on the third calendar day following the date of mailing.

4. INCORPORATED DOCUMENTS. This Agreement incorporates the following exhibits in descending order of constructive precedence; a Lessor's documentation shall not contradict or supersede any State specifications, laws, terms or conditions without written evidence of mutual assent to such change appearing in this Agreement and shall further not contain any hyperlinked terms (any such included links will be deemed null and void):

EXHIBIT A: SCHEDULE OF LEASED EQUIPMENT AND LEASE PAYMENT

5. CONSIDERATION (RENT). The parties agree that for the Lease Term set forth in Section 1 above, Lessor leases to the State the equipment described in Exhibit A, for the lease payments set forth in Exhibit A incorporated in Section 4, with the total Agreement or installments not to exceed $__________, excluding any applicable variable charges

enumerated in Exhibit A. Lessor's Service obligations on the Leased Equipment shall conform to the terms of the NASPO ValuePoint Master Agreement and the State's Participating Addendum. The State does not agree to reimburse Lessor for expenses unless otherwise specified in the incorporated documents. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Agreement term) or a termination as the results of legislative appropriation may be required.

6. POSSESSION AND RETURN OF LEASED EQUIPMENT. The State shall have possession of the Equipment for the Term set forth in Section 1, above, unless this Agreement is earlier terminated in accordance with Section 7, below. Lessor covenants that it has good title to the Leased Equipment. At the expiration of the term of this Agreement, the State shall make the Leased Equipment available to Lessor for pickup at the State's premises. If the Lessor does not pick up the Leased Equipment within thirty (30) days of the expiration of the Lease Term, the State may assess ______ per day until pickup. If the State is not in breach of this Agreement, all costs of removing and transporting the Equipment at the expiration of the Lease Term shall be the responsibility of Lessor. Risk of loss of the equipment rests with Lessor until the Leased Equipment is delivered to the State's designated location. For purposes of this Lease, unless an Order is preceded by a trial order, the equipment will be considered accepted upon installation of the equipment by Lessor, after the equipment successfully runs all required diagnostic routines, and the equipment is turned over to the State for use. For equipment installed by Lessor Risk of loss will pass to the State upon acceptance and for equipment designated as "Customer Installable," the equipment delivery date. The term for a lease Order shall commence upon acceptance of the Equipment; provided, however, for State's-installable Equipment, the term for a lease Order shall commence upon delivery of the Equipment.

7. TERMINATION.

a. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Agreement may be terminated upon written notice by mutual consent of both parties.

b. Termination With Penalty. Leases may be bought out and return to Lessor, although operational, non-cancelable rentals and capital leases will be subject to a termination charge. The termination charge for leased equipment may not exceed the balance of lease payments and the termination charge for Services may not exceed more than four (4) month service and supply base or 25% of the remaining term, whichever is less.

For purposes of this Lease, the State will be in default under this Agreement or an Order if (1) Lessor does not receive any payment within forty-five (45) days after the date it is due or (2) if the State breaches any other obligation hereunder. If the State defaults, Lessor, in addition to its other remedies (including the cessation of Basic Services), may require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of: (a) all amounts then due, plus interest on all amounts due from the due date until paid at the rate of one percent (1%) per month (not to exceed the maximum amount permitted by law); (b) the Lease Minimum Payments (less the Maintenance Services and Consumable Supplies components thereof, as reflected on Lessor's books and records) remaining in the initial Term of an Order, discounted at 4% per annum; and (c) all applicable Taxes. Except for applicable taxes, the charges to be assessed under this provision shall apply only to operational, non-cancelable rentals and capital leases, and the total charges shall not exceed the amounts allowed under the NASPO ValuePoint MSA (Colorado RFP-NP-23-001). Interest, late charges or lease minimum payments under this subsection shall not be assessed if termination is required due to an event of non-appropriation of funds or termination of funding to a government entity Customer. The State will notify Lessor and make the Equipment available for removal by Lessor in the same condition as when delivered (reasonable wear and tear excepted) within 30 days after notice of default.

For purposes of this lease, the Lessor will be in default under this Agreement if delivery is not made on the date set forth in Exhibit A. Upon such default, Lessee may cancel the Lease unilaterally with no penalty.

c. State Termination for Non-Appropriation. The continuation of this Agreement beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Agreement, and Lessor waives any and all claim(s) for damages, effective immediately upon service of written notice (or any subsequent date specified therein) if for any reason the Leasing Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

d. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Agreement may be terminated by either party upon written notice to other party for any material breach or default by the other party of any terms, conditions, covenants, or obligations of this Agreement pursuant to the NASPO

ValuePoint Master Agreement. Upon the occurrence of an event of default, the State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Lessor shall have an opportunity to cure the default. The State shall not be required to provide advance written notice or a cure period and may immediately terminate this Participating Addendum in whole or in part if the State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Lessor's liability for damages, including liquidated damages to the extent provided for under the NASPO ValuePoint Master Agreement.

8. INSURANCE. Lessor shall procure, maintain and keep in force for the duration of this Agreement insurance conforming to the requirements of the NASPO ValuePoint Master Agreement and the State's Participating Addendum to the Master Agreement, naming the State of Nevada as additional insured on any general liability policies by specific endorsement, or by a blanket additional insured endorsement. At Lessor's request, the State of Nevada shall provide to Lessor proof that the Leased Equipment is covered for the value thereof against property loss or damage while in State's possession by the State's program of self-insurance or a policy of property insurance from a qualified insurer.

9. WARRANTY AND MAINTENANCE OF EQUIPMENT. All services performed under this Agreement shall be of workmanlike quality, consistent with the standards of the trade, profession or industry. Lessor shall assign to the State all manufacturer's warranties on the Leased Equipment, which shall be not less than a full six months warranty. Lessor shall be responsible for ongoing service and maintenance of the Leased Equipment for the duration of the Lease Term.

10. GOVERNING LAW, JURISDICTION AND VENUE. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict of laws that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this Agreement.

11. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement. Any services performed by Lessor before this Agreement is effective or after it ceases to be effective are performed at the sole risk of Lessor.

12. AGREEMENT AND MODIFICATION. This Agreement is made pursuant to the NASPO ValuePoint Master Agreement identified above, and the Participating Addendum to that Master Agreement between the State of Nevada and Lessor, the terms of which are incorporated herein by reference. Except as to the term of this Agreement or the schedule of lease payments, any amendments to the NASPO ValuePoint Master Agreement or the State's Participating Addendum shall apply to this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General.

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

Lessor's Signature (Vendor)	Date	Lessor Representative's Name and Title
Leasing Agency Signature	Date	Leasing Agency Representative's Name and Title
Agency Counsel Signature	Date	Deputy Attorney General for the Attorney General Title
		Attorney's Printed Name and Nevada Bar Number

STATE OF NEVADA
SERVICE LEVEL AGREEMENT (SLA)

This Service Level Agreement (SLA), must, at a minimum, adhere to the following requirements:

1. End-User Training

1.1 An initial, no charge, on-site, one-hour training session must be offered by Awarded Vendor(s) for all Products placed at each Purchasing Entity's location.

1.2 If Purchasing Entity elects to exercise the training option, then Awarded Vendor shall provide the training within ten (10) Business Days of Purchasing Entity's request.

1.3 Awarded Vendor(s) may 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.

1.4 Awarded Vendor(s) 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.

1.5 Awarded Vendor(s) shall provide Product literature, user-manuals, and access to on-line resources, if available, at no charge to the Purchasing Entity.

1.6 Awarded Vendor shall provide a toll-free end-user technical support number that Purchasing Entities can utilize for everyday minor troubleshooting. A Purchasing Entity must be able to obtain assistance during Normal Business Hours.

1.7 Awarded Vendor(s) shall provide phone/technical support within two (2) hours of Purchasing Entity's request for assistance.

1.7.1 Preventative Maintenance.

1.7.1.1 Awarded Vendor(s) must perform all Preventative Maintenance Services at the Manufacturer's suggested intervals, or as specified in an Order.

1.7.2 Equipment Performance

1.7.2.1 Equipment Downtime shall be computed from the time the Awarded Vendor is notified of Equipment failure until the time in which the Equipment is fully operational.

1.7.2.2 Equipment Downtime due to lack of consumable Supplies is not acceptable.

1.7.2.3 Awarded Vendor(s) shall guarantee that the fleet of Devices under 91ppm for each Purchasing Entity will be operational at least 96% of the time, during Normal Business Hours for Group A, Group B, Group C, and Group D. Devices over 91ppm will be operational at least 90% of the time, during Normal Business Hours.

1.7.2.4 If any Device fails to perform at the operation level specified in 4.4.3 (b)(iii)(4) and (5) of the Master Agreement, then Subsection 4.11.13 of the Master Agreement shall apply.

1.7.2.5 Awarded Vendor(s) must provide daily communication regarding inoperable Equipment, including updates regarding resolution timeframe, and any parts, Accessories, or Devices on back-order.

1.7.3 Loaner Equipment. If any Device, excluding digital press Production Equipment, and Group E Equipment, is inoperable for two (2) Business Days, due to Equipment malfunction, as reasonably determined by Awarded Vendor, then Awarded Vendor shall provide the Purchasing Entity with either:

1.7.3.2 A loaner Device of similar speed and capabilities until such time as the inoperable Device(s) are now operable; or

1.7.3.3 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 Awarded Vendor. 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.

1.7.4 Repair Parts

1.7.4.1 Awarded Vendor(s) shall guarantee the availability of repair parts for a minimum of five (5) years after the Purchasing Entity's Acceptance of any Device.

1.7.4.2 All Device components, spare parts, application software, and ancillary Equipment that is supplied under any resulting Master Agreement, must conform to Manufacturer specifications.

1.7.4.3 Awarded Vendor(s) shall be responsible for ensuring that any repair parts are operable and installed in accordance with Manufacturer specifications.

1.7.4.4 Repair parts may be new, reconditioned, reprocessed or recovered.

1.7.5 Service Zones

1.7.5.1 Unless otherwise specified in a Participating Addendum, Awarded Vendor(s) 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	Definition	Response Time
Urban	Within 60 miles	4 - 6 Hours
Rural	60 – 120 miles	1 - 2 Business Days
Remote	120+ miles, or only accessible by plane or by boat	4 - 5 Business Days

1.7.5.2 Repair or replacement of parts and/or Devices shall occur within four (4) Business Days of Awarded Vendor arriving at Purchasing Entity's location, with the following exception:

- If Awarded Vendor is drop-shipping a new Device to replace a defective Device, then Purchasing Entity must receive the new Device within three (3) Business Days.

1.7.5.3 Awarded Vendor(s) may charge different rates according to each Service Zone.

1.7.6 Service Logs

1.7.6.1 Awarded Vendors shall maintain a Service log which describes the maintenance and repair Services provided for each Device.

1.7.6.2 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.

1.7.7 Equipment Relocation

1.7.7.1 Equipment relocation Services include dismantling, packing, transporting, and re-installing Equipment.

1.7.7.2 Awarded Vendor(s) 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

*Awarded Vendor(s) 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 Awarded Vendor and Purchasing Entity prior to any Equipment relocation in Zone 1.

1.7.7.3 Awarded Vendor(s) may not charge for any fees incurred due to fuel or tolls.

1.7.7.4 Moves must be performed within thirty (30) calendar days of the Purchasing Entity request. Request may be verbal or written, but Awarded Vendor(s) 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, Awarded Vendor(s) shall communicate with Purchasing Entity and agree on a mutually beneficial time-frame.

2. Meter Read Invoicing

2.1 In order for Awarded Vendor(s) to generate accurate invoices, Purchasing Entities shall provide meter reads within the Awarded Vendor(s) requested time-frame.

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

2.3 Failure on the Awarded Vendor(s) part to maintain accurate invoicing shall result in a $25.00 per instance credit on the following month's invoice.

2.4 The Purchasing Entity shall provide written notice of any such alleged invoicing issue and the Awarded Vendor 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.

3. Service Level Calculations

3.1 At the discretion of the Participating State or Entity, Awarded Vendor(s) shall produce reports that can be measured against the required SLA components. Refer to Subsection 4.4.3 (e) of the Master Agreement.

3.2 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 will be defined in the Participating State or Entity's Participating Addendum.

3.3 Any penalty structure shall be defined in the Participating State or Entity's Participating Addendum.

4. Reporting

4.1 Awarded Vendor(s) 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 shall include the following:

4.1.1 Up-time percentage (%) per fleet of Devices;

4.1.2 Number of Service Calls placed;

4.1.3 Response Time per Device;

4.1.4 Dates that Preventative Maintenance was performed, if applicable;

4.1.5 Hours of end-user training performed; and

4.1.6 Estimated end of Useful Life per Device, based on current usage.

4.2 The report may include, but not be limited to, the following:

4.2.1 Location of Devices;

4.2.2 Click usage per Device; and

4.2.3 EPEAT certification level of each Device.

Managed Print Services
Statement of Work

Copiers, Printers, Related Devices and Managed Print Services

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 # ______________	*[Imbed document here]*
Participating Addendum # ________	*[Imbed document here]*
Contractor's Print Assessment	*[Imbed document here]*

Statement of Work, at a minimum, must include the following elements:

1. **Introduction:**
   Describe your current environment. What is your inventory, including owned, rented, or leased Devices

2. **Scope:**
   Include Project scope (i.e. single-function, multi-function printers etc.) and software

3. **Out of Scope:**
   This Project does not cover the following functions or deliverables:

4. **Objective:**
   The main objective of this project is:

System and procedures will be set up to allow:

5. **Location:**
   Enter all physical locations of where work will be performed

6. **Discovery/Assessment**:
   Contractor will be required to discover/assess Purchasing Entity print environment as described below:

   Deliverables:
   Describe the deliverables for Discovery/Assessment

   Checkpoints:
   Describe the checkpoints for Discovery/Assessment

7. **Data Security**
   Include description of data security requirements

8. **Data Breach**
   Describe any data breach requirements

9. **Equipment Guarantees**
   *Describe downtime, on-site service, response time etc. (**Note:** this section must, at a minimum, adhere to the same requirements as outlined in the Master Agreement and/or Participating Addendum)*

10. **End of Life/Equipment replacement**
    Insert description of end of life/equipment replacement process

11. **Implementation**:
    Deliverables:
    Describe the deliverables for Implementation

    Checkpoints:
    Describe the checkpoints for Implementation

    User Acceptance Testing:
    Describe User Acceptance Testing for Implementation

    Production Rollout:
    Describe the Production Rollout for Implementation

12. **Contractor Staff and Support**
    Describe Contractor staff roles and their availability

13. Purchasing Entity Roles and Responsibilities

Insert description of Purchasing Entity Roles and Responsibilities including:

Contacts:

Project Manager
End-User Representative
System Administrator
Technical Support

General and Technical Responsibilities:

Insert description of Purchasing Entity Roles and Responsibilities

14. Performance Penalties

Insert description of Contractor Performance Penalties

15. Payment

Describe billing cycles and invoice information

This Agreement is entered into by and between the *[Purchasing Entity]*, located at *[Agency address]* and *[Contractor]* licensed to conduct business in the State of ___________ ("Contractor"), located at *[Contractor address]* for the purpose of providing *Managed Print Services.*

The signatories to this Managed Print Services Agreement represent that they have the authority to bind their respective organizations to this Agreement.

In Witness Whereof, the parties hereto, having read this Managed Print Services Agreement in its entirety, including all attachments, have executed this Agreement.

This Agreement is effective this _____day of ______________, 2___.

Initial term of this Agreement is ______ year(s) or until ______________.

Maximum term of this Agreement is five (5) years, or until ______________.

Contractor Signature	Date	Purchasing Entity Signature	Date
Contractor Printed Name, Title		Purchasing Entity Printed Name, Title	