# PARTICIPATING ADDENDUM

## NASPO VALUEPOINT

## Multi-Function Devices and Related Software, Services, and Cloud Solutions

Administered by the State of Colorado
(hereinafter "Lead State")

Master Agreement No: 187962

Konica Minolta Business Solutions USA Inc.
(hereinafter "Contractor")
and
State of Arkansas
(hereinafter "Participating State")
Contract No: 4600054937

**A. SCOPE:**

This Participating Addendum (PA) covers the NASPO ValuePoint contract for Multi-Function Devices and Related Software, Services, and Cloud Solutions administered by the Lead Entity for use by Participating State agencies and other entities located in the State of Arkansas as authorized by Arkansas Procurement Law to utilize cooperative contracts.

This supplier may provide products and services in the following:

PRIMARY PRODUCTS AND SERVICES
Group A – Multi-Function Devices, A3
Group B – Multi-Function Devices, 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

ANCILLARY PRODUCTS AND SERVICES
Sub-Group G1 – Software Related Services
Sub-Group C1 – Standalone Production Devices
Sub-Group C2 – Industrial Print Equipment
Sub-Group D1 – Specialty Printers

**B. PARTICIPATION:**

All state agencies, K-12 educational institutions, and local public procurement units (cities, counties, municipalities) of the Participating State are considered Eligible Purchasers and are authorized to purchase products and services under the terms and conditions of this PA.

**C. INDIVIDUAL CUSTOMER:**

Each Eligible Purchaser that purchases from the Master Agreement ("Purchasing Entity") shall be treated as if they were individual customers. Except to the extent modified by the PA, each Purchasing Entity will be responsible to follow the terms and conditions of the Master Agreement; and they shall have the same rights and responsibilities for their purchases as the Participating State has in the Master Agreement and this PA. Each Purchasing Entity shall be responsible for their own charges, fees, and liabilities. Each Purchasing Entity shall have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor shall apply the charges to each Purchasing Entity individually.

**D. ACCESS TO CLOUD PRODUCTS AND SERVICES REQUIRE DIS APPROVAL:**
Unless otherwise stipulated in this PA, cloud products and services accessed through this PA by State executive branch agencies are subject to the authority and prior approval of the Arkansas Department of Transformation and Shared Services Division of Information Systems.

**E. CLOUD PRODUCTS AND SERVICES:**
All servers and data associated with the Arkansas instance of the Contractor provided cloud products and services must reside in the continental United States. The Contractor shall perform all work on the cloud products and services from within the continental United States of America. The cloud products and services must not be accessed from outside of the U.S.

**F. ORDER OF PRECEDENCE:**

1. Participating State's PA; the Participating State's PA does not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contractor under the terms of the Lead State's Master Agreement.
2. Lead State's Master Agreement (includes negotiated terms & conditions)
3. The solicitation including all addenda; and
4. The Contractor's response to the solicitation.

These documents shall be read to be consistent and complementary. 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 the Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an exhibit or attachment. Notwithstanding the foregoing, ordering documents (purchase orders) may contain transaction-specific terms and each ordering document that is accepted by the Contractor shall become a part of this PA as to the products and services listed on the ordering document only. No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the solicitation, or terms listed or references on the Contractor's website, in the Contractor's quotation/sales order, or in similar documents subsequently provided by the Contractor (unless such terms are referenced in the Master Agreement).

**G. VENDOR REGISTRATION:**
To receive payment, the Contractor must register online at ark.org/vendor/index.html.

**H. PAYMENTS AND INVOICE PROVISIONS:**
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.

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

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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.

Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the Purchasing Entity. The Participating State may not be invoiced in advance of delivery and acceptance of any products or services. Payment will be made only after the Contractor has successfully satisfied the Purchasing Entity as to the commodities and/or services purchased, rented, or leased. Contractors should invoice the Purchasing Entity by an itemized list of charges. The purchase order number, contract number, or both, as applicable, should be referenced on each invoice.

Payments will be submitted to the Contractor at the address shown on the invoice. Payments should be tendered to the Contractor within thirty (30) days of the date of invoice. After the sixtieth (60) day from the date of invoice, unless mutually agreed to, interest may be paid on the unpaid balance due to the Contractor at the rate of one half (1/2) of one (1) percent per month in accordance with Arkansas Code Annotated §19-11-224. The Purchasing Entity will make a good-faith effort to pay within thirty (30) days after the date of invoice. The Participating State shall have the right to dispute billed commodities or services and withhold payment for those commodities or services that are in dispute. Interest shall not be charged on disputed amounts while in dispute.

The Contractor shall ensure that all invoices are sent directly to the Purchasing Entity that purchased products from them.

All invoices should be forwarded to:

Purchasing Entity Name
Attention: Accounts Payable
Address
City, Arkansas Zip Code

## I. PURCHASE ORDER INSTRUCTIONS:

1. All Purchasing Entities issuing valid purchase orders within the jurisdiction of this PA should include the following: Konica Minolta Business Solutions USA Inc. Master Agreement Number 187962
2. Participating State contract number **4600054937**
3. Purchasing Entity name, address, contact, email, and phone number
4. Applicable approvals
5. Type of Lease or rental and monthly payment
6. Orders shall be made out to the Contractor or authorized dealer

The Purchasing Entities shall not be required, by the Contractor or its subcontractors, to sign any additional terms and conditions when utilizing this PA.

## J. ELECTRONIC PAYMENTS

The Contractor has taken or shall take all actions necessary to receive payment from the State through Electronic Funds Transfer (EFT) for the services and/or commodities to be provided under a resulting contract. This includes, without limitation, the following actions:

1. Signing documents authorizing the State to make EFT payments into a bank account designated by the Contractor.

2. Providing all information requested by the State to set up EFT payments, including either a voided check or a letter from their financial institution that contains the following information:

   a. Account holder's name

   b. Account number

   c. Routing number

   d. Financial institution official's contact information and signature

In the event the EFT information changes, the Contractor shall be responsible for providing the updated information to the State. No interest or late payment penalty will apply if payment is delayed because of the Contractor's failure to initially provide or update information necessary for the State to make EFT payment.

**K. CONVENIENCE FEE:**

1. Convenience Fee

   Contractor shall remit a convenience fee in the amount of one percent (1%) of all Contract Sales made to State, State Departments, and to local entities as defined in Arkansas Code Annotated § 19-11-206 (i.e. local governments, cities, counties, school districts, water districts, and other participants, collectively "State"). The convenience fee is based on Contractor invoice date and is effective upon the date of execution of this PA. Contract Sales is defined as gross sale amounts less credits, taxes, regulatory fees, and separately stated shipping charges not included in the unit prices. The State, at its sole discretion, may expand the applicability of this fee after providing notice to Contractors.

   Unit prices are inclusive of the convenience fee and Contractor is not to charge the fee directly to the State in the form of a separate line item. Contracts shall not have separate or different prices for State Agency customers and local entities as defined in Arkansas Code Annotated § 19-11-206 participants.

2. Quarterly Reporting and Fee Remittance

   Contractor shall submit a Sales Report documenting all contract sales, made to State and such submission, including any supplemental information submitted, is deemed public record.

   The Sales Report shall be submitted, and the related convenience fee shall be remitted no later than thirty (30) calendar days after the end of each calendar quarter. The calendar quarters will end March 31, June 30, September 30, and December 31. The Sales Report must contain the following information:

   a. Complete and accurate details of all sales, credits, returns, refunds, and the like for the reporting quarter

   b. Purchasing entity

   c. Total of Convenience Fee amount due

   d. Such other information as the State may reasonably request

   e. If no Sales were made to State during the reporting quarter, then a report shall be submitted showing zero sales and zero convenience fees due.

3. Payment of Convenience Fee

   The Contractor shall timely remit Convenience Fee via Automated Clearing House (ACH) transactions, unless otherwise directed by State, to the bank account directed by the State. Failure to remit convenience fees timely and accurately in accordance with State requirements may result in Contractor's goods and services being made ineligible for purchase by State or any other recourse available, including contract cancellation, or as further provided for by law.

4. Retention and Inspection of Records

   The Contractor shall keep records of Sales to State in sufficient detail to enable the State to determine the Convenience Fee payable by the Contractor. State may examine and audit, at its own expense, copies of Contractor's sales records and Sales Reports for completeness and accuracy. In the event that such examination reveals underpayment of the Convenience Fee, the Contractor shall immediately pay to the State the amount of deficiency. If the examination reveals an underpayment of 5% or more, then the Contractor shall reimburse the State for the cost of the audit.

**L. RECORD RETENTION:**

Financial and accounting records relevant to State of Arkansas transactions under this PA shall be subject to examination by appropriate Arkansas government authorities for a period of five (5) years from the expiration date and final payment under this PA or extension thereof, provided, however, that such government authorities will provide thirty (30) days written notice to the Contractor of its intent to conduct such examination contemplated by this section. Such audits shall be conducted no more than once per year, during Contractor's normal business hours and in a manner to cause minimal disruption to Contractor's operations. For safety reasons and to protect confidential and proprietary information, the Contractor does not allow access to its servers, computing systems, manufacturing facilities and warehouses.

**M. GOVERNING LAW:**

The laws of the State of Arkansas shall govern this PA. Nothing under this PA or the Master Agreement shall be deemed or construed as a waiver of the State's right of sovereign immunity.

**N. VENUE AND JURISDICTION:**

Venue for any claim, dispute, or action concerning an order placed against the contract shall be Pulaski County, Arkansas. Any claims against the State, whether sounding in tort or in contract, shall be brought before the Arkansas State Claims Commission as provided by Arkansas law, and shall be governed accordingly.

**O. TAXES:**

Personal Property tax will not be charged to Arkansas state agencies.

**P. TRAVEL EXPENSES:**

Expenses for travel shall not be reimbursed unless specifically permitted under the duties of the Contractor. All travel must be approved in advance by the State. Approved expenditures made by the contractor for travel will be reimbursed at the current rate paid by the State and in accordance with Arkansas Travel Guidelines and Procedures.

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**Q. SOFTWARE TERMS AND CONDITIONS:**
Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software; however, 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 Purchasing Entity's constitution, statute or other applicable law will be deemed void, and of no force or effect, as applied to the Purchasing Entity.

**R. CANCELLATION:**

1. **For Convenience.** The State may cancel this PA for any reason by giving the Contractor written notice of such cancellation sixty (60) days prior to the date of cancellation.
2. **For Cause.** The State may cancel this PA for cause when the Contractor fails to perform its obligations under it by giving the Contractor written notice of such cancellation at least thirty (30) days prior to the date of proposed cancellation. In any written notice of cancellation for cause, the State will advise the Contractor in writing of the reasons why the State is considering cancelling the PA and will provide the Contractor with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. The parties may endeavor to agree to reasonable modifications in the PA to accommodate the causes of the cancellation for cause and avoid the cancellation, to the extent permitted by law, and at the discretion of each party individually.
3. If upon cancellation the Contractor has provided services which the State has accepted, and there are no funds legally available to pay for the services, the Contractor may file a claim with the Arkansas State Claims Commission under the laws and regulations governing the filing of such claims.

**S. INDEMNIFICATION:**
The following indemnification clause replaces in its entirety the Indemnification clause specified in the Master Agreement.

**INDEMNIFICATION** - The Contractor shall be fully liable for the actions of its agents, employees, partners, and subcontractors and shall fully indemnify, defend, and hold harmless the Purchasing Entity and the State, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including reasonable attorney's fees arising from or relating to bodily injury and damage to real or personal property, alleged to be caused in whole or in part by the negligence of Contractor, its agents, employees, partners, and subcontractors in its performance of its obligations hereunder . Language in this clause shall not be construed or deemed as the State's waiver of its right of sovereign immunity. The Contractor agrees that any claims against the State, whether sounding in tort or in contract, shall be brought before the Arkansas State Claims Commission as provided by Arkansas law, and shall be governed accordingly. This section is not subject to any limitations of liability in the Master Agreement or in any other document executed in conjunction with the Master Agreement.

CONFIDENTIAL INFORMATION:

Under Arkansas law, the release of public records is governed by the Arkansas Freedom of Information Act found at Section 25-19-101 et. seq. of the Arkansas statutes.

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**T. CONTINGENT FEE:**

The Contractor guarantees that Contractor has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business.

**U. DISCLOSURE AND CERTIFICATIONS:**

1. DISCLOSURE

   Under Arkansas law, the Office of State Procurement (OSP) is required to have a copy of Governor's Executive Order (EO 98-04) Disclosure Form on file for the Contractor. The Contractor shall submit the disclosure form prior to entering into this PA. Failure to make any disclosure required by EO 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this PA. Any Contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the Participating State.

2. RESTRICTION OF BOYCOTT OF ISRAEL

   Pursuant to Arkansas Code Annotated § 25-1-503, a public entity shall not enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in and agrees for the duration of the contract not to engage in, a boycott of Israel.

3. RESTRICTION OF ENERGY, FOSSIL FUEL, FIREARMS, AND AMMUNITION INDUSTRIES

   Pursuant to Arkansas Code Annotated § 25-1-1102, a public entity shall not contract unless the contract includes a written certification that the Contractor is not currently engaged in and agrees not to engage in, a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry for the duration of the contract.

4. RESTRICTION OF SCRUTINIZED COMPANIES

   Pursuant to Arkansas Code Annotated § 25-1-1203, a state agency shall not contract with a Scrutinized Company or a company that employs a Scrutinized Company as a subcontractor. A Scrutinized Company is a company owned in whole or with a majority ownership by the government of the People's Republic of China. A state agency shall require a company that submits a bid or proposal for a contract to certify that it is not a Scrutinized Company and does not employ a Scrutinized Company as a subcontractor.

5. EQUAL OPPORTUNITY POLICY

   In compliance with Arkansas Code Annotated § 19-11-104, if a state agency is purchasing services, the Office of State Procurement is required to have a copy of the Contractor's Equal Opportunity (EO) Policy prior to entering into this PA. The submission of an EO Policy is a one-time requirement. The Contractor is responsible for providing updates or changes to its policy, and for supplying EO Policies upon request to other Participating Entities that must also comply with this statute. If the Contractor is not required by law to have an EO Policy, the Contractor must submit a written statement to that effect.

6. PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

Pursuant to Arkansas Code Annotated § 19-11-105, if a state agency is purchasing services, the Office of State Procurement is required to have a certification on file from the Contractor stating that the Contractor does not employ or contract with illegal immigrants.

**V. TECHNOLOGY ACCESS:**

When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Contractor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that technology meets the statutory Requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2019 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

Accordingly, the Contractor expressly represents and warrants to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:

1. Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means.
2. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use.
3. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.
4. Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means.
5. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact.
6. Integrating into networks used to share communications among employees, program participants, and the public.
7. Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. Agencies must evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency must provide written documentation supporting the selection of a different product, including any required reasonable accommodations.

For purposes of this section, the phrase "equivalent access" means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired shall be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2019.

If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

**W. SHARED TECHNICAL ARCHITECTURE:**
Solutions must comply with the State's shared Technical Architecture Program which is a set of policies and standards that can be viewed by visiting https://www.transform.ar.gov/information-systems/policies-standards/ and https://www.transform.ar.gov/information-systems/policies-standards/standards/. Only those standards which are fully promulgated or have been approved by the Governor's Office apply to this solution.

**X. PERFORMANCE STANDARDS (FOR SERVICES ONLY):**
Under Arkansas law, all state agencies, boards, commissions, and institutions of higher education must include performance standards when purchasing services. Performance standards shall be mutually agreed upon by the parties hereto for any services purchased.

**Y. VALUE ADDED SERVICES:**
The Contractor **shall not** propose or provide value-added services unless it meets one (1) or more of the following criteria:

- It is of no cost to the purchasing entity;
- Services are linked to items the entity has purchased through a current or past transaction.
- Compliment or enhance the Products and/or Services offered under the resulting Master Agreement, and may be purchased as a stand-alone option.

Z. SUBCONTRACTORS:
The Contractor may use subcontractors; however, the Contractor will be responsible for any agreements with the subcontractors. The Participating State and Purchasing Entity are not agreeing to and is not responsible for any terms and conditions with a subcontractor. The following subcontractors are authorized to provide commodity delivery and services:

| Subcontractor | Contact Name | Email | Phone |
|---|---|---|---|
| To be provided | | | |
| | | | |

| Subcontractor | Contact Name | Email | Phone |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

Subcontractors may be updated by mutual agreement.

Authorized Dealers: All Contractors and resellers authorized in the State of *Arkansas*, 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.

**AA. ORDERS:**

Any order placed by a Participating State or Purchasing Entity for a commodity, service, or both 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 unless the parties to the order agree in writing that another contract or agreement applies to such order.

**1. 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 NASPO ValuePoint Master Agreement, unless otherwise agreed to by the parties thereto. Any Products or equipment under lease will remain until each placement or order has met its individual lease term. Any Lease or rental Early Termination will result in termination charges equal to the maximum allowed 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. The State shall be entitled to receive all Deliverables in progress or completed under the terminated Order as of the date of termination or cancellation.

(b) Purchasing Entities will not sign lease agreements. The purchase document referencing the NASPO VP and State contract numbers will be sufficient. Equipment leases are subject to the Terms and Conditions as set forth in this PA and the NASPO ValuePoint Master Agreement. To initiate a lease, Purchasing Entity may issue a Purchase Order ("PO") and reference the type of lease (FMV, Straight, or Capital Lease) on the PO or may simply sign other transactional documents deemed acceptable to the parties.

(c) The Purchasing Entity may initiate a Lease or rental by issuing a purchase order ("PO") that references the following (1) "PO subject to NASPO ValuePoint Contract # 187962 & State Contract # 4600054937" (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.

(d) Each Lease or rental constitutes a separate and independent agreement between the parties thereto. Each PO and this Section constitutes the entire agreement between the parties 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. The leases and rentals are subject to the early termination charges as set forth in section 5.33.4 of this Participating Addendum.

**BB.**

Assignment: Contractor may assign, solely for financing purposes, upon written notification to the State of Arkansas, 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 and this paragraph constitutes the required written notification to the State of Arkansas.

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, but all billing must be invoiced in the name of the Contractor or Authorized Dealer, and all Contractual obligations shall remain with the Contractor.

End of Term Notification: Contractor must notify a Purchasing Entity, in writing, of their End of Term 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:

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.

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.

TERMS:

The Participating State and Purchasing Entity are agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with Arkansas law.

**CC. PRIMARY CONTACTS:**

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

| Lead Entity | |
|---|---|
| Name: | NASPO ValuePoint – State of Colorado |
| Contact Person: | Nikki Pollack |
| Address: | Department of Personnel & Administration<br>State Purchasing & Contracts Office<br>1525 Sherman Street, 5th Floor<br>Denver, Co 80203 |
| Telephone: | 303-886-5671 |
| E-Mail: | Nikki.pollack@state.co.us |

| Contractor | |
|---|---|
| Name: | Konica Minolta Business Solutions USA Inc. |
| Contact Person: | Nitzia Payne |
| Address: | 100 Williams Drive<br>Ramsey, NJ 07446 |
| Telephone: | 703-637-1540 |
| E-Mail: | npayne@kmbs.konicaminolta.us |

| Arkansas Contact | |
|---|---|
| Name: | State of Arkansas Department of Transformation & Shared Services, Office of State Procurement |
| Contact Person: | General Procurements Team |
| Address: | 501 Woodlane Street, Ste 220<br>Little Rock, AR 72201 |

# PARTICIPATING ADDENDUM
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## Master Agreement No: 187962

| | |
|---|---|
| Telephone: | 501-324-9316 |
| E-Mail: | Osp.review@arkansas.gov |

| Purchasing Entity | |
|---|---|
| Name: | |
| Contact Person: | |
| Address: | |
| Telephone: | |
| E-Mail: | |

The contacts listed above can be changed by the parties from time to time in writing. Such updates do not require an amendment to this PA.

By signing this PA, the Contractor represents, warrants, and certifies that they are not a Scrutinized Company and they do not currently and shall not for the aggregate term of a contract resulting from this PA:

- Boycott Israel.
- Knowingly employ or contract with illegal immigrants.
- Boycott Energy, Fossil Fuel, Firearms, or Ammunition Industries.
- Employ a Scrutinized Company as a contractor.

The Contractor further represents, warrants, and certifies that it shall not become a Scrutinized Company during the aggregate term of a contract resulting from this PA.

This PA and the Master Agreement number 187962 (administered by NASPO ValuePoint) together with its exhibits (including any terms referenced in the Master Agreement), set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this PA and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this PA or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this PA and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

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

| | |
|---|---|
| Participating State: Arkansas | Contractor: Konica Minolta Business Solutions U.S.A., Inc. |
| Signature: Jessica Patterson | Signature: DocuSigned by: Kristen McKenna 8AA1BAB6FBE54BB... |
| Name: Jessica Patterson | Name: Kristen McKenna |
| Title: State Procurement | Title: Director, Public Sector Contracts |
| Date: 12/17/24 | Date: 12/10/2024 |