

**COMMONWEALTH OF KENTUCKY  
LOCAL GOVERNMENT PARTICIPATING ADDENDUM  
FOR LEASES**

Copiers and Managed Print Services  
Colorado NASPO ValuePoint Master Agreement Number 140599  
**Kyocera Document Solutions America, Inc. (Contractor)**

This Participating Addendum is entered into as of \_\_\_\_\_, 20\_\_ between \_\_\_\_\_ (hereafter referred to as "Purchasing Entity") and Kyocera Document Solutions America, Inc. (hereafter referred to as "Contractor") under that certain NASPO ValuePoint Master Agreement Number 140599 between Contractor and the State of Colorado, as lead state (the "NASPO Agreement"). Capitalized terms not defined herein have the meanings set forth in the NASPO Agreement.

**1. SCOPE**

- A. This Participating Addendum covers the lease of Products under the NASPO Agreement, the terms and conditions of which are incorporated herein by reference. Product/service categories included under this Participating Addendum are identified in Section 4 (Available Products and Services).

**2. TERM**

- A. The term of this Participating Addendum shall begin upon signature approval by the Purchasing Entity and will end December 31, 2021, or upon termination by the Purchasing Entity, whichever occurs first.
- B. Lead State amendments to extend the NASPO Agreement term date are not automatically incorporated into this Participating Addendum. Extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the Purchasing Entity and the Contractor.
- C. Order placement and execution shall be on or before the expiration of this Participating Addendum. However, delivery of products or completion of services may be after the Participating Addendum expiration date.

### 3. ORDER OF PRECEDENCE

A. In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

- 1) Kentucky Local Government Participating Addendum for Leases
- 2) Commonwealth of Kentucky State Contract MA 758 2000000231
- 3) Colorado NASPO ValuePoint Master Agreement Number 140599
- 4) Colorado Solicitation RFP-NP-18-001 including all Addendums
- 5) Contractor's response to the Colorado Solicitation
- 6) Contractor's Supplemental Documents including all Attachments.

### 4. AVAILABLE PRODUCTS AND SERVICES

A. The following product and service offerings from the NASPO Master Agreement are allowed under this Participating Addendum:

- 1) Group A - A3 Multifunction Devices
- 2) Group B - A4 Multifunction Devices
- 3) Group D - Single-function Printers

### 5. LEASING OPTIONS

- (i) Except as provided in this Participating Addendum or otherwise agreed to by Contractor and the Purchasing Entity in writing, each Lease is subject to NASPO Agreement.
- (ii) A Purchasing Entity may enter into a Lease by utilizing the lease forms attached to NASPO ValuePoint Master Agreement #140599, in which event the Purchasing Entity may issue a Purchase Order ("PO") and reference the type of lease (FMV, Straight, or Capital Lease) on the PO or sign other transactional documents deemed acceptable to the parties. Each PO shall contain the following statement "This PO is subject to terms and conditions of NASPO ValuePoint Master Agreement No. 140599 and Local Government Participating Addendum dated \_\_\_\_\_"
- (iii) Each Lease, whether in the form of the schedule or PO shall be deemed to incorporate by reference the terms and conditions set forth on the Master Lease Agreement attached to the NASPO Master Agreement as Attachment A ("MLA"). Each such PO, together with Attachment A, this Section 5 (as applicable to leases), and Sections 4.5.4 through 4.5.7 and 4.10.1 through 4.10.6 of the NASPO Master Agreement (as applicable to leases) shall be deemed to constitute the entire agreement between Contractor and Purchasing Entity with respect to the subject matter thereof and shall constitute a separate and independent agreement between the parties; provided, however, that in the event of any conflict between a Lease and Sections 4.5.4 through 4.5.7 and 4.10.1 through 4.10.6 of the NASPO Master Agreement, the NASPO ValuePoint Master Agreement shall control and in the event of any conflict between the PO and Attachment A the PO shall control.
- (iv) For the avoidance of doubt, standard PO terms and conditions attached to, included in or incorporated into a PO do not constitute part of any Lease.
- (v) Contractor may assign, solely for financing purposes, Contractor's right title and interest in and to:  
(i) the Products subject to the Lease; (ii) all payments and other amounts due and to become due under the Lease and (iii) all rights and remedies under the Lease. No assignment will release

Contractor from any obligations and rights Contractor may have to Purchasing Entity under the NASPO Master Agreement, the Participating Addendum or the Lease, as applicable. Contractor intends to assign, solely for financing purposes, rights as set forth immediately above and this paragraph constitutes the required written notification to the Purchasing Entity.

- (vi) All lease and rental programs must remain with the Contractor or Authorized Dealers through an in-house leasing program, or through the financial branch or subsidiary of the Contractor. In addition, Contractor and their Authorized Dealers may use Third Party leasing companies, but all billing must be invoiced in the name of the Contractor or their Authorized Dealer, and all contractual obligations shall remain with the Contractor.
- (vii) End of Term Notification: Contractor must notify Purchasing Entity, in writing, of its 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:
  - (a) Any acquisition or return options, based on the type of lease agreement;
  - (b) Any renewal options, if applicable; and/or
  - (c) Hard drive removal and surrender cost, if applicable.
- (viii) End of Term Options: If 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.

## **7. PRICING**

Contractor is responsible for maintaining a current Price List of available products and services on the NASPO ValuePoint Copiers and Managed Print Services website.

## **8. AUTHORIZED RESELLERS**

- a. Contractor may use State-approved Authorized Resellers under this Participating Addendum for sales and service functions as defined herein.
  - i. Authorized Resellers must accept purchase orders and accept payment from ordering agencies for products offered under this Participating Addendum.
  - ii. Authorized Resellers are responsible for sending a copy of all purchase orders and invoices to the Contractor for compliance with quarterly usage reporting and administrative fee requirements.
  - iii. All purchase documents to Authorized Resellers shall reference the Participating Addendum Number and Contractor Name.
- b. Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Authorized Resellers. All State policies, guidelines, and requirements shall apply to Authorized Resellers.
- c. Contractor will be the sole point of contact with regard to Participating Addendum contractual matters, reporting, and administrative fee requirements.
- d. Subject to the approval of the State, Authorized Resellers may be added on a quarterly basis during the term of the contract. Contractors shall notify the State of any deleted Authorized Resellers or changes to current Authorized Resellers' contact information in

writing at any time during the contract term.

- e. Contractor will be required to submit Authorized Reseller requests, in a format specified by the State, to the State Contract Administrator for approval.

## **9. DELIVERY**

- a. Delivery shall occur within 30 days after receipt of order, or as negotiated between ordering agency and Contractor and included in the PO, or as otherwise stipulated in the NASPO Agreement.
- b. F.O.B. (Free On Board) Destination

## **10. INVOICING AND PAYMENT**

- a. Payment terms are Net 30 days from the date the Purchasing Entity receives an error-free invoice with all necessary and complete supporting documentation. Invoices shall itemize all work performed during the invoice period, including, as applicable, the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment.
- b. Invoices shall be sent to the address identified in the Purchasing Entity's PO. The State Participating Addendum Number and ordering agency PO Number shall appear on each invoice for all purchases placed under this Participating Addendum.

**11. CONTRACT MANAGEMENT**

- a. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

<b>Contractor</b>	<b>Contract Manager</b>
Name:	Joe Dolce
Phone:	(973) 882-6085
Email	joseph.dolce@da.kyocera.com
Address:	Kyocera Document Solutions America, Inc. 225 Sand Road Fairfield, NJ 07004

- b. The Purchasing Entity Contract Administrator for this Participating Addendum shall be as follows:

<b>State</b>	<b>Contract Administrator</b>
Name:	
Phone:	
Email	
Address:	

- c. Should the contact information for either party change, the party will provide written notice with updated information no later than ten business days after the change.

**12. AMENDMENT**

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

**13. AGREEMENT**

- a. This Participating Addendum and the NASPO Agreement together with its exhibits and/or amendments, set forth the entire agreement between the Purchasing Entity and Contractor 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

