

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
COPIERS, PRINTERS & RELATED DEVICES 14-19
Administered by the State of Nevada (hereinafter "Lead State")

Addendum AGREEMENT
Konica Minolta Business Solutions U.S.A., Inc.
Nevada RFP 3091
(hereinafter "Contractor")

And
The School Board of Broward County, (SBBC)
Florida
(hereinafter "Participating State/Entity")

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1. Statement of Work : This addendum covers the Copiers, Printers & Related Devices 14-19 lead by the State of Nevada for use by state agencies and other entities located in the Participating **State/Entity** authorized by that state's statutes to utilize **state/entity** contracts with the prior approval of the state's chief procurement official.

Contractor has been awarded devices and services in the following categories:

Group A – Convenience Copiers
Group B – Production Copiers
Group D – Printers

2. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use **state/entity** contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Terms of Agreement:

Term of contract shall be September 21, 2016 through September 20, 2019.

4. Termination:

This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

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5. Leases:

Equipment lease agreement terms and conditions included in the Master Price Agreement have been approved for use by the Participating State/entity and any restrictions or requirements for the use of the lease agreement language in the Master Price Agreement.

6. Primary Contacts: The primary contact individuals for this participating addendum are as follows (or their named successors):

Contractor

Name	Konica Minolta, Kristen McKenna, Director, Government Contracts
Address	1595 Spring Hill Road, Suite 410, Vienna, VA 22182
Telephone	813-207-8276
Fax	703-506-1257
E-mail	naspovp@kmbs.konicaminolta.us

Local Contractor Contact: The local contact individual for this participating addendum is as follows (or their named successors):

Contractor

Name	Jeremy Bagenstose- Government Accounts Manager
Address	1595 Spring Hill Road, Suite 410, Vienna, VA 22182
Telephone	386-679-3990
Fax	703-506-1257
E-mail	jbagenstose@kmbs.konicaminolta.us

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Participating Entity

Name	The School Board of Broward County, Florida: Nell Johnson – Director of Business Support Center
Address (City, State & Zip)	600 SE 3 rd Ave Ft Lauderdale, FL 33301
Telephone	754-321-0600
Fax	754-321-0926
E-mail	nell.johnson@browardschools.com

7. Subcontractors:

All Konica Minolta Business Solutions U.S.A., Inc. authorized dealers and direct branches, as shown on the dedicated website <http://kmbs.konicaminolta.us/naspo3091>, are approved to provide invoicing, sales and service support to participants in the NASPO ValuePoint Master Price Agreement. Konica Minolta Business Solutions U.S.A., Inc. dealer's and direct branch participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

8. Purchase Order Instructions:

All orders should contain the following (1) Mandatory Language "PO is subject to NASPO ValuePoint Contract # 3091 (2) Your Name, Address, Contact, & Phone-Number (3) Purchase order amount. Please channel your PO through one of our authorized resellers so they can arrange for proper ordering and installation of your unit.

9. Additional Service Level Agreement Commitments: The Service Level Agreement (SLA) set forth as **Exhibit O** is reference, incorporated and attached as **Exhibit O**, to provide additional service level goals.

10. Price Agreement Number:

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Lead State price agreement number: 3091. This Agreement shall not exceed \$939,100

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for a 36 month period.

11. Individual Customer:

SBBC, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, SBBC will be responsible to follow the terms and conditions of the Master Agreement; and SBBC will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. SBBC will be responsible for its own charges, fees, and liabilities. SBBC will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

This Participating Addendum and the Master Agreement number 3091 (administered by the State of Nevada) together with its exhibits, 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 Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum 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 Addendum 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.

12. Inspection of Insert Name's Records by SBBC.

Contractor shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All Contractor's Records related to this Agreement only, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by Contractor or any of Contractor's payees pursuant to this

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Participating Addendum only. Contractor's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. Contractor's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) Contractor's Records Defined. For the purposes of this Agreement, the term "Contractor's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to Contractor's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to Contractor pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide Contractor reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to Contractor's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

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(e) Failure to Permit Inspection. Failure by *Contractor* to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any *Contractor's* claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by *Contractor* in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by *Contractor*. If the audit discloses billings or charges to which *Insert Name* is not contractually entitled, *Contractor* shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. *Contractor* shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by *Contractor* to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to *Contractor* pursuant to this Agreement and such excluded costs shall become the liability of *Contractor*.

(h) Inspector General Audits. *Contractor* shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

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13. Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director of Business Support Center/ Nell Johnson
7720 West Oakland Blvd
Sunrise, Florida 33351

To Contractor: Konica Minolta Business Solutions U.S.A., Inc.
Kristen McKenna, Director, Government Contracts
1595 Spring Hill Road, Suite 410, Vienna, VA 22182

14. Background Screening: *Contractor* agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of *Contractor* or its personnel providing any services under the conditions described in the previous sentence. *Contractor* shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to *Contractor* and its personnel. The parties agree that the failure of *Contractor* to perform any of the duties described in this section shall

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constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. *Contractor* agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from *Contractor* failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

15. No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

16. No Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

17. Independent Contractor. The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

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18. Equal Opportunity Provision. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

19. Termination. This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

20. Default. The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 14.05.

21. Annual Appropriation. The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement

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may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

22. Excess Funds. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

23. Public Records. The following provisions are required by Section 119.0701, Florida Statutes and may not be amended. Clinical Facility shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, Clinical Facility shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Clinical Facility shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if Clinical Facility does not transfer the public records to SBBC. Upon completion of the Agreement, Clinical Facility shall transfer, at no cost, to SBBC all public records in possession of Clinical Facility or keep and maintain public records required by SBBC to perform the services required under the Agreement. If Clinical Facility transfer all public records to SBBC upon completion of the Agreement, Clinical Facility shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Clinical Facility keeps and maintains public records upon completion of the Agreement, Clinical Facility shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems. IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, REQUEL.BELL@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

24. Student Records. Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation

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regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

25. Compliance with Laws. Each party shall comply with all applicable federal state and laws, SBBC Policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

26. Place of Performance. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

27. Governing Law and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

28. Entirety of Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

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29. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

30. Assignment. Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

31. Incorporation by Reference. Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

32. Captions. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

33. Severability. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

34. Preparation of Agreement. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

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35. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

36. Waiver. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

37. Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

38. Survival. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

39. Contract Administration. SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

40. Liability. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

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A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By Contractor: Contractor agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by Contractor, its agents, servants or employees; the equipment of Contractor, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Contractor or the negligence of Contractor's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by Contractor, SBBC or otherwise.

41. Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

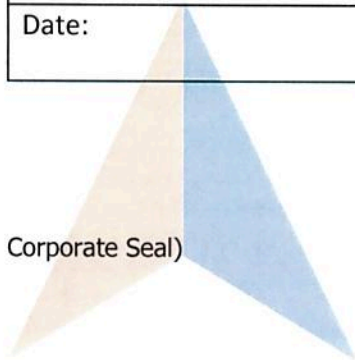
IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

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 Florida
 (hereinafter "Participating State/Entity")

Contractor: Konica Minolta Business Solutions U.S.A., Inc.	
By:	By: <i>Kristen McKenna</i>
Name:	Name: Kristen McKenna
Title:	Title: Director, Government Contracts
Date:	Date: <i>9/2/14</i>



Corporate Seal)

THE SCHOOL BOARD OF BROWARD
 COUNTY, FLORIDA

ATTEST:

By _____
 Dr. Rosalind Osgood, Chair

 Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:
Kathelyn Gacyew-Adams 9-9-16
 Office of the General Counsel

List Pricing Worksheet

Group A - Copiers B

Pricing Item	Group A - Convenience Copiers Includes B&W and Color/B&W SEGMENTS														
	A2 B&W (20 - 30)	A2 B&W (20 - 30)	A2 B&W (20 - 30)	A2 Color/B&W (20 - 30)	A2 Color/B&W (20 - 30)	A2 Color/B&W (20 - 30)	A2 B&W (20 - 30)	A3 B&W (31 - 40)	A3 Color/B&W (31 - 40)	A4 B&W (41 - 69)	A4 B&W (41 - 69)	A4 B&W (41 - 69)	A4 Color/B&W (41 - 69)	A4 Color/B&W (41 - 69)	A4 Color/B&W (41 - 69)
Power Protection Unit	\$275.00	\$275.00	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included
Additional Option (please describe here)															
Additional Option (please describe here)															
Additional Option (please describe here)															
Accessibility Options															
Accessibility Option LK-104 i-Option Kit (Voice Guidance)	\$785.00	\$785.00	\$785.00	\$785.00	\$785.00	\$785.00	\$785.00	\$785.00	\$785.00	\$785.00	\$785.00	\$785.00	\$785.00	\$785.00	\$785.00
Accessibility Option (please describe here)															
Accessibility Option (please describe here)															
Accessibility Option (please describe here)															
Software Options															
Advanced Scanning Software (Dispatcher Phoenix)	Due to the significant number of line items that encompass software we have attached the MSRP pricing														
Additional Option (Prism ScanPath)	Due to the significant number of line items that encompass software we have attached the MSRP pricing														
Advanced Scanning Interface Software (NSI AutoStore)	Due to the significant number of line items that encompass software we have attached the MSRP pricing														
Additional Option (eCopy ShareScan)	Due to the significant number of line items that encompass software we have attached the MSRP pricing														
Simple Account Software (PageScope Enterprise Suite)	Due to the significant number of line items that encompass software we have attached the MSRP pricing														
Additional Option (Prism PrintPath)	Due to the significant number of line items that encompass software we have attached the MSRP pricing														
Advance Accounting Software (Equitrac Express/Office)	Due to the significant number of line items that encompass software we have attached the MSRP pricing														
Additional Option (Pharos)	Due to the significant number of line items that encompass software we have attached the MSRP pricing														
Additional Option (Advanced Security Software - Prism DocAudit)	Due to the significant number of line items that encompass software we have attached the MSRP pricing														
Additional Option (Advanced Fax Software - OpenText RightFax)	Due to the significant number of line items that encompass software we have attached the MSRP pricing														
Additional Option (Document Management Software - PRISM DocRecord)	Due to the significant number of line items that encompass software we have attached the MSRP pricing														

Please see attached for additional optional accessories

List Pricing Worksheet

Group B - Copiers Color

Vendor Name: KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.

Pricing Item	Group B - Production Copiers Includes B&W and Color/B&W SEGMENTS									
	B6 B&W (91-119)	B6 B&W (91-119)	B6 Color/B&W (91-119)	B7 B&W (120-139)	B7 B&W (120-139)	B7 Color/B&W (120-139)	B8 B&W (140-159)	B8 Color/B&W (140-159)	B9 B&W (160+)	B9 Color/B&W (160+)
	Make	Konica Minolta	Konica Minolta	Konica Minolta	Konica Minolta	Konica Minolta	Not Available at this time	Not Available at this time	Not Available at this time	Not Available at this time
Model	bizhub 1100	bizhub 1052	bizhub C1100	bizhub 1250	bizhub 1250P					
Marking Engine	\$44,100.00	\$65,000.00	\$153,047.00	\$80,000.00	\$70,000.00					
Paper Handling										
ADF	see RADF	see RADF	see RADF	see RADF	not applicable					
RADF	Standard	Standard	\$18,000.00	Standard	not applicable					
Scan Station	Standard	Standard	Standard	Standard	not applicable					
Platen Cover	Included	Included	Included	Included	Standard					
Color Scanner	not applicable	not applicable	Included	not applicable	not applicable					
Additional Option (please describe here)										
Additional Option (please describe here)										
Paper Feeding										
Base Cabinet	Standard	Standard	Standard	Standard	Standard					
Additional Paper Drawer	\$3,116.00	\$6,455.00	Included	Standard	\$6,455.00					
Paper-Feed Units	\$6,455.00	\$10,579.00	see RADF	\$10,579.00	\$10,579.00					
Bypass Paper Supply	Included	Included	Included	Included	Included					
Large Capacity Tray	Included	Included	Included	Included	Included					
Additional Option (please describe here)										
Additional Option (please describe here)										
Finishing										
Output Tray	not available	not available	not available	not available	not available					
Internal / Wing Finisher	not available	not available	not available	not available	not available					
3 - Hole Punch	not available	not available	not available	not available	not available					
Additional Option (please describe here)										
Basic Office Finisher	\$5,205.00	\$5,205.00	\$5,205.00	\$5,205.00	\$5,205.00					
3 - Hole Punch	\$835.00	\$835.00	\$835.00	\$835.00	\$835.00					
Saddle Stitch Finishing	\$1,977.00	\$1,977.00	\$1,977.00	\$1,977.00	\$1,977.00					
Additional Option (please describe here)										
Advanced Office Finisher	not available	not available	\$18,921.00	\$18,921.00	\$18,921.00					
3 - Hole Punch	not available	not available	included	included	included					
Saddle Stitch Finishing	not available	not available	\$27,825.00	\$27,825.00	\$27,825.00					
Additional Option (please describe here)										
Post Process Insertion	\$1,113.00	\$1,113.00	\$1,558.00	\$1,558.00	\$1,558.00					
Additional Option (please describe here)										
Additional Option (please describe here)										
Additional Option (please describe here)										
Connectivity / Security										
Network Connectivity Kit	Standard	Standard	Standard	Standard	Standard					
Hard Drive Security Kit	Standard	Standard	Standard	Standard	Standard					
Network Security Kit	Standard	Standard	Standard	Standard	Standard					
Power Protection Unit	Included	\$1,059 (main unit PF), \$275 (accessory PF)	Included	Included	\$1,059 (main unit PF), \$275 (accessory PF)					
Additional Option (please describe here)										
Additional Option (please describe here)										
Additional Option (please describe here)										
Accessibility Options										
Accessibility Option (please describe here)	not available	not available	not available	not available	not available					
Accessibility Option (please describe here)										
Accessibility Option (please describe here)										
Accessibility Option (please describe here)										
Software Options										
Advanced Scanning Software (<i>Dispatcher Phoenix</i>)	Due to the significant number of line items that encompass software we have attached the MSRP pricing									
Additional Option										
Advanced Scanning Interface Software (<i>I-Pro</i>)	Due to the significant number of line items that encompass software we have attached the MSRP pricing									
Additional Option										
Simple Account Software (<i>PageScope Enterprise Suite</i>)	Due to the significant number of line items that encompass software we have attached the MSRP pricing									
Additional Option										
Advance Accounting Software (<i>Equitrac Express/Office</i>)	Due to the significant number of line items that encompass software we have attached the MSRP pricing									
Additional Option (<i>Pharos</i>)	Due to the significant number of line items that encompass software we have attached the MSRP pricing									
Additional Option (<i>Production Print Management Software - Fiery Central</i>)	Due to the significant number of line items that encompass software we have attached the MSRP pricing									
Additional Option (<i>Job Submission Software - EFI Digital StoreFront</i>)	Due to the significant number of line items that encompass software we have attached the MSRP pricing									
Additional Option (<i>Variable Data Printing Software - PrintShop Mail</i>)	Due to the significant number of line items that encompass software we have attached the MSRP pricing									
Additional Option										

Please see attached for a complete list of additional optional accessories

List Pricing Worksheet
Group D - Printers (Black and White / Color)

Vendor Name: KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.

Pricing Item	Group D - Printers Includes B&W and Color/B&W SEGMENTS								
	D1 B&W (Up-20)	D1 Color/B&W (Up-20)	D2 B&W (21-40)	D2 B&W (21-40)	D2 Color/B&W (21-40)	D2 Color/B&W (21-40)	D2 Color/B&W (21-40)	D2 Color/B&W (21-40)	D3 B&W (41-60)
Make	Not Available at this time	Not Available at this time	Konica Minolta	Konica Minolta	Konica Minolta	Konica Minolta	Konica Minolta	Konica Minolta	Konica Minolta
Model			bizhub 3300P	bizhub 3320	bizhub C3100P	bizhub C3110	bizhub C3350	bizhub C3850FS	bizhub 4050
Marking Engine			\$340.00	\$749.00	\$1,000.00	\$2,100.00	\$4,200.00	\$5,699.00	\$3,499.00
Paper Handling									
ADF			not applicable	not applicable	not applicable	not applicable	see RADF	see RADF	see RADF
RADF			not applicable	not applicable	not applicable	not applicable	Standard	Standard	Standard
Scan Station			not applicable	not applicable	not applicable	not applicable	Standard	Standard	Standard
Platen Cover			not applicable	not applicable	not applicable	not applicable	Standard	Standard	Included
Color Scanner			not applicable	not applicable	not applicable	not applicable	Standard	Standard	Standard
<i>Additional Option (please describe here)</i>									
<i>Additional Option (please describe here)</i>									
Paper Feeding									
Base Cabinet			not applicable	\$299.00	\$199.00	\$199.00	\$296.00	\$296.00	\$299.00
Additional Paper Drawer			\$166.00	\$166.00	Standard	Standard	\$340.00	\$340.00	\$165.70
Paper-Feed Units			\$256.00	\$256.00	\$299.00	\$299.00	Standard	Standard	\$255.70
Bypass Paper Supply			Standard	Standard	Standard	Standard	Standard	Standard	Standard
Large Capacity Tray			not applicable	not applicable	not applicable	not applicable	not available	not available	not applicable
<i>Additional Option (please describe here)</i>									
<i>Additional Option (please describe here)</i>									
Finishing									
Output Tray			not applicable	not applicable	not applicable	not applicable	not applicable	not applicable	not applicable
<i>Additional Option</i>							\$299.00	\$299.00	\$319.00
<i>Additional Option (please describe here)</i>									
<i>Additional Option (please describe here)</i>									
Facsimile Options									
Facsimile Kit			not applicable	not applicable	not applicable	not applicable	\$307.00	\$307.00	\$307.00
Dual Line Option			not applicable	not applicable	not applicable	not applicable	not applicable	not applicable	not applicable
Additional Fax Memory			not applicable	not applicable	not applicable	not applicable	not applicable	not applicable	not applicable
Connectivity / Security									
Network Connectivity Kit			Standard	Standard	Standard	Standard	Standard	Standard	Standard
Hard Drive Security Kit			Standard	Standard	Standard	Standard	Standard	Standard	Standard
Network Security Kit			Standard	Standard	Standard	Standard	Standard	Standard	Standard
Power Protection Unit			Included	\$275.00	Included	\$275.00	\$275.00	\$275.00	\$275.00
<i>Additional Option</i>									
<i>Additional Option (please describe here)</i>									
<i>Additional Option (please describe here)</i>									
Accessibility Options									
<i>Accessibility Option (please describe here)</i>			not available	not available	not available	not available	not available	not available	not available
<i>Accessibility Option (please describe here)</i>									
<i>Accessibility Option (please describe here)</i>									
<i>Accessibility Option (please describe here)</i>									
Software Options									
Advanced Scanning Software			not available	not available	not available	not available	See attached	See attached	See attached
<i>Additional Option (please describe here)</i>							See attached	See attached	See attached
Advanced Scanning Interface Software			not available	not available	not available	not available	See attached	See attached	See attached
<i>Additional Option (please describe here)</i>							See attached	See attached	See attached
Simple Account Software			not available	not available	not available	not available	See attached	See attached	See attached
<i>Additional Option (please describe here)</i>							See attached	See attached	See attached
Advance Accounting Software (<i>Equitrac Express/Office</i>)									
<i>Additional Option (Pharos)</i>									
<i>Additional Option (please describe here)</i>									
<i>Additional Option (please describe here)</i>									
<i>Additional Option (please describe here)</i>									
Warranty									
Standard Warranty			1 year included	1 year included	1 year included	1 year included	See Customer One Guarantee	See Customer One Guarantee	See Customer One Guarantee
Extended Option Warranty (Customer contacts KMBS via 1-800-456-5664 bizhub Customer Call Center. If Printer Call Center Helpdesk cannot identify and correct issue over the phone - they will route the call to NCSC, NCSC will dispatch a Branch Service Technician. Does not include supplies)			\$109.00	\$109.00	\$375.00	\$375.00	\$450.00	\$450.00	\$349.00
Service & Supplies			\$0.0351	\$0.0349	.1760 CLR / .0338 BW	.1414 CLR / .0227 BW	.06 CLR / .016 BW	.057 CLR / .0124 BW	0.0150
<i>Additional Option (please describe here)</i>									
<i>Additional Option (please describe here)</i>									

Please see attached for additional optional accessories

List Pricing Worksheet
Group D - Printers (Black and White / Color)

D3 B&W (41-60)	D3 B&W (41-60)	D3 B&W (41-60)	D3 B&W (41-60)	D3 Color/B&W (41-60)
Konica Minolta	Konica Minolta	Konica Minolta	Konica Minolta	Not Available at this time
bizhub 4750	bizhub 4020	bizhub 4000P	bizhub 4700p	
\$4,199.00	\$1,649.00	\$970.00	\$1,450.00	
see RADF	not applicable	not applicable	not applicable	
Standard	not applicable	not applicable	not applicable	
Standard	not applicable	not applicable	not applicable	
Included	not applicable	not applicable	not applicable	
Standard	not applicable	not applicable	not applicable	
\$299.00	\$299.00	not applicable	not applicable	
\$165.70	\$166.00	\$166.00	\$166.00	
\$255.70	\$256.00	\$256.00	\$256.00	
Standard	Standard	Standard	Standard	
not applicable	not applicable	not applicable	not applicable	
not applicable	not applicable	not applicable	not applicable	
\$319.00				
\$307.00	not applicable	not applicable	not applicable	
not applicable	not applicable	not applicable	not applicable	
not applicable	not applicable	not applicable	not applicable	
Standard	Standard	Standard	Standard	
Standard	Standard	Standard	Standard	
Standard	Standard	Standard	Standard	
\$275.00	\$275.00	Included	Included	
not available	not available	not available	not available	
See attached	not available	not available	not available	
See attached				
See attached	not available	not available	not available	
See attached				
See attached	not available	not available	not available	
See attached				
the MSRP pricing				
the MSRP pricing				
See Customer One Guarantee	1 year included	1 year included	1 year included	
\$399.00	\$229.00	\$189.00	\$269.00	
0.0150	\$0.0317	\$0.0351	\$0.0351	

Attachment O

SERVICE LEVEL AGREEMENT (SLA)

The purpose of this model Service Level Agreement (SLA) is to provide the Participating Entities and Awarded Vendors with an example of a guarantee of service levels with penalties for failure to perform. This model SLA utilizes a scorecard method for the Customer level SLA and flat rate penalties for the Participating Entity. Awarded Vendors are to negotiate their own SLA with each Participating Entity at time of initiating the Participating Addendum. All parties are cautioned to utilize measurements that are reportable and measurable.

1. Customer Level SLA

1.1 Purpose

The purpose of this addendum is to define service levels; penalties for the performance of the service levels; as well as provide the Customer with a defined replacement process for equipment performing below expectations.

1.2 Customer Service Level Agreement

Vendor agrees to maintain the following service levels defined below as targets:

Performance Criteria	Target Level
Average Uptime	96% or Better
Average On-Site Response Time	4 Hours or Less
First Time Fix	80% of all service calls or better

These service levels will be measured on a quarterly basis between Vendor and the State.

1.3 Calculation of Service Level Points

Once per quarter, Vendor will produce reporting to be measured against the Service Level Agreement and points will be assigned according to the following chart. These points will be added to produce a total Service Level score. This score will be used to determine the subsequent penalty according to the following schedule where the penalty can be up to 4% of the previous quarter's service and supplies billing (expressed as a negative %).

1.4		Below Target 1	Below Target 2	Below Target 3	Below Target 4
	Target Level				
Average Uptime	96% or Higher	95.9% - 94%	93.9% - 92%	91.9% - 90%	90% or lower
Possible Points	4	3	2	2	0
	Target Level	Below Target 1	Below Target 2	Below Target 3	Below Target 4
Average On-Site Response Time (in Hours)	4 or Less	4.1 – 5	5.1 - 6	6.1 - 7	7.1 or more
Possible Points	4	3	2	2	0
	Target Level	Below Target 1	Below Target 2	Below Target 3	Below Target 4
First Time Fix	80% or Higher	79.9% - 70%	69.9% - 60%	59.9% - 50%	Less than 50%
Possible Points	4	3	2	2	0
	Target Level	Below Target 1	Below Target 2	Below Target 3	Below Target 4
Total Score	12 – 10	9 – 7	6 - 4	3 – 1	0
Penalty/Award as a percentage of quarterly service and supplies billings	0%	-2.5%	-3.0%	-3.5%	-4.0%

The penalty shall be awarded to the Customer as a credit on the following period's service and supplies invoice.

1.5 Equipment Performance

Vendor guarantees each machine specified within any maintenance agreement will perform to either a) the monthly copies between service calls as measured by machine on a quarterly basis by group and segment listed below and/or b) the monthly uptime as measured by machine on a quarterly basis by segment listed below.

Group	Devices	Segments	Quarterly Uptime
A	Convenience Copiers	All	95%
B	Production Print Copiers	All	95%
D	Printers (Color and Black & White)	All	95%

If any unit fails to maintain this level of performance between calls and or the monthly uptime, excluding service calls caused by operator error that system will be subject to replacement at the Customers discretion on a like-for-like basis with

then current technology. Prior to installing a substitute product, supplier will be allowed 90 days to remedy any quality or reliability issues. A designated factory authorized technician must certify each unit's ability to produce acceptable impressions with acceptable copies between calls or uptime. The guarantee will remain in effect for the term of the contract or up to five (5) years from the date of purchase/lease, provided the equipment has not been subjected to abuse or neglect and has been continuously covered by a Maintenance Contract. This replacement policy will remain in effect for the term of the contract and is subject to the Customer remaining current with supplier's payment requirements.

1.6 Additional Vendor Guarantees

1.6.1 **Training** – On-going training as requested by the Customer to be performed within two (2) weeks of requested date for on-site training and two (2) hours for phone/technical support. A penalty of \$50 per incident that does not meet the turnaround time specified above to be credited on the next service bill.

1.6.2 **Loaner Unit/Backup Production** – If any unit is inoperable for a period in excess of 72 hours, Vendor shall provide the Customer with either:

- i) A loaner unit of similar speed and capabilities until such time as the unit(s) covered by this agreement are operable, or
- ii) Provide the Customer with off-site manned production capabilities to accomplish the work of the unit that is inoperable at the sole cost of the Vendor. Such costs shall be limited to cost of production (service and supplies), equipment, labor, power, transportation of jobs to and from the off-site production facility and facilities.

1.6.3 **Invoicing** – Vendor shall maintain timely, accurate invoicing, less service run impressions, as defined below. Failure on the vendor's part to maintain these levels as defined shall result in a \$50.00 per instance credit on the following invoice. The non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default.

Measurable	Service Level
Timely Invoicing	Invoices will be submitted no later than the 25 th of the month immediately following the close of a billing period.
Accurate Invoicing	Invoices do not require any credits for miss-billing
Service Impressions	Vendor will credit all service run impressions within the same billing cycle

2. Reporting and Billing

- 2.1 **Timely Reporting** – Vendor shall produce reporting for the State within 30 days of the closing of the reporting period. Failure to do so will result in a penalty of \$5.00 per work day beyond the 30 day period.
- 2.2 **Timely Payment of Administrative Fees** – Vendor shall produce payment for any State Specific Administrative Fee within 30 days of the closing of the reporting period. Failure to do so will result in a penalty of \$5.00 per work day beyond the 30 day period.
- 2.3 **Accuracy of Reporting** – The State may request at any point proof of the reporting accuracy through the data set supporting the reporting. If the State has reason to believe that multiple and systemic reporting errors exist, that cannot be corrected to the State’s satisfaction; the State may require an audit by a third party. If errors are found, the Successful vendor must reimburse the State for the cost of the auditor as well as correcting any administrative fee errors.
- 2.4 **Accuracy of Billing** – The State may request at any point proof of the billing accuracy through the data set supporting the billing. If the State has reason to believe that multiple and systemic billing errors exist, that cannot be corrected to the State’s satisfaction; the State may require an audit by a third party. If errors are found, the Successful vendor must reimburse the State for the cost of the auditor as well as correcting any billing errors.
- 2.5 **Penalties** – All penalties under this, section two (2) of the Service Level Agreement, shall be payable to the State.
- 2.6 For items 2.1-2.5 - The non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default.