

**WESTERN STATES CONTRACTING ALLIANCE (WSCA) PARTICIPATING ADDENDUM TO
COMPUTER EQUIPMENT, SOFTWARE, PERIPHERALS AND RELATED SERVICES**

MASTER PRICE AGREEMENT

Konica Minolta Printing Solutions
Number A63313

Georgia Technology Authority (GTA) on behalf of the State of Georgia

1. Scope

For purposes of this contract and participating addendum, GTA's jurisdiction includes participation by all departments, agencies, authorities, boards, commissions and political sub-divisions of the State of Georgia who elect to make purchases in accordance with GTA's policies, procedures, terms and conditions.

2. Changes:

- a. Section 6B(2), Payment Provisions, Payment of Invoice, paragraph 2.** Delete the paragraph entirely and replace with the following:

Each using entity agrees to pay Contractor for all undisputed amounts within thirty (30) days of receipt of invoice, provided that Equipment and Services have been accepted by the Agency as provided in section 6A of the Agreement.

- b. Section 6C., paragraph 2, Payment of Taxes:** Delete Paragraph 2 in its entirety and replace with the following:

Taxes. All fees payable to Contractor hereunder shall be net of any and all taxes that the Contractor may be required by law to collect in connection with the provision of the Equipment and Services hereunder. Contractor shall be solely responsible for the payment of any and all taxes lawfully imposed upon it, including but not limited to taxes on property owned, leased or used by Contractor; franchise or privilege taxes on Contractor's business; gross receipts taxes to which Contractor is subject; and income taxes. By this paragraph, GTA makes no representation whatsoever as to the liability or exemption from liability of Contractor to any tax imposed by any governmental entity. In regard to State of Georgia sales tax, see attached "Sales and Use Tax Certification of Exemption" which applies to all State of Georgia Government entity users (purchasers) using this Agreement.

- c. Section 7 Agreement Term.** Delete paragraph in its entirety and replace with the following:

The Term of this Addendum shall be effective on the date signed by both parties and end as of the end of the then-current fiscal year (July 1-June 30). Thereafter, the Addendum may be renewed at the sole discretion of

GTA on a year-to-year basis for up to two (2) fiscal year periods.

d. 12 A (2) add the following:

“...provided that such defense or settlement of any claim shall be subject to the prerogatives of the Georgia Attorney General.”

e. 12. Add new section D-Contractor's obligation to indemnify will survive the expiration or termination of this Agreement for any reason.

f. Section 17.A., paragraph 8. Takeback/Recycling Programs: State of Georgia users must use the Department of Administrative Services (DOAS) Surplus Property program, if required, or if not required/eligible, agencies may use the WSCA participating contractors program, as they deem appropriate, upon authorization from DOAS Surplus Property.

g. Section 20. Records and Audits: Delete references to Min. Stat and replace with the following:

Record Retention and Audit Rights. Contractor shall, and shall cause each of its subcontractors to, maintain accurate books, records, documents and other evidence concerning Contractor's financial status, costs, expenses, provision of Equipment and performance of Services under this Agreement (collectively, "Records") for the latter of: (a) five (5) years after the final payment under this Agreement, (b) for such period (if any) as is required by applicable statute. Contractor's accounting procedures and practices shall conform to generally accepted accounting principles ("GAAP") and the costs properly applicable to this Agreement shall be readily ascertainable therefrom. The State of Georgia, by and through the GTA or State Auditor, shall have the right, exercisable at any reasonable time during normal business hours, to inspect and audit any Records. Upon request, Contractor shall deliver the required documentation and records on the date and at the location specified by GTA or State Auditor or other duly authorized officer of the State of Georgia.

h. Add Section 24 Tort Claims Act.

If and to the extent such damage or loss as covered by this Indemnification provision is covered by the State of Georgia Tort Claims Fund (the "Fund"), Contractor agrees to reimburse the Fund. To the full extent permitted by the Constitutions and the laws of the State of Georgia and the terms of the Fund, Contractor and its insured waive any right of subrogation against the State of Georgia, the Indemnitees and the Fund and insurers participating hereunder, to the full extent of this indemnification.

i. Add to Section 31. The foregoing limitation shall not apply to losses arising out of the willful misconduct or negligence of Contractor or any of its subcontractors.

j. Section 35, Data Practices

Paragraph A. Add: The Contractor must comply with the Georgia Technology Authority's Enterprise Information Security Policy, effective 9/10/02, Revised: 6/2/04 as found on www.gta.ga.gov, procurement, policy, Enterprise Information Security Policy.

Paragraph B. Add: Requests for information related to the State of Georgia must be in compliance with the Georgia Open Records Act.

k. Add Section 58 Vendor Lobbyist Certification. Contractor hereby certifies that, as of the Effective Date of this Agreement, any lobbyist employed by Contractor has registered with the Georgia State Ethics Commission and complied with the requirements of the Executive Order dated October 1, 2003 ("Providing for the Registration and Disclosure of Lobbyists Employed or Retained by Vendors to State Agencies"). This Agreement may be declared void at GTA's sole discretion, if it is determined that Contractor has made false certification hereinabove or has violated such certification by failure to carry out the requirements of such Executive Order.

l. Add Section 59 Non-exclusivity. This Addendum is entered into solely for the convenience of the State of Georgia, and in no way precludes GTA, the State or any Agencies from obtaining like goods from other suppliers upon prior approval of the GTA. Such approval shall be made at the sole discretion of the GTA, and shall be conclusive. Such approval shall only be granted when it is deemed to be in the best interest of the State to do so.

3. Primary Contacts:

The primary participating entity contact for this participating addendum is as follows:

Name: Nanci Glazer Gay

Participating Entity Name: Georgia Technology Authority

Address: 100 Peachtree Street, Suite 23, Atlanta, Georgia 30303

Telephone: 404-463-6539

Fax: 404-651-5333

E-mail: nggay@gta.ga.gov

The primary Contractor contact for this participating addendum is as follows:

Name: Rick Gable

Contractor: Konica Minolta Printing Solutions U.S.A., Inc.

Address: One Magnum Pass, Mobile, AL 36618

Telephone: 251.634.4186

Fax: 251.633.4866

E-mail: rick.gable@bpus.konicaminolta.us

4. Servicing Subcontractors: (Customize to the need of the Participating Entity)

All Authorized Resellers and Authorized dealers in the State of Georgia may assist in the sales process; and all Authorized service providers, IBM service organization and Authorized dealers may provide warranty, installation, and repair services. The following resellers, dealers, and service providers are authorized:

All orders must be submitted to:

Konica Minolta Printing Solutions U.S.A., Inc.

Attn: Order Entry
One Magnum Pass
Mobile, AL 36618.

All payments must be submitted to:
Konica Minolta Printing Solutions USA, Inc.
Dept. 3297, PO Box 2153
Birmingham, AL 35287-3297

A notation should be put in the body of the order, stating which reseller the Participating Entity worked with, or if no reseller was use, then the note should state - "in care of all authorized resellers and dealers in the State of Georgia".

The Master Price Agreement Number MUST be shown on all Purchase Orders issued against this Agreement.

This Addendum and the Price Agreement 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 Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price 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 Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

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

Signatures as required by State Statutes, Rules or Policies

Name: 

Name: 

Name (print): BRYAN HALL

Name (print): Tom Wade

Title: GENERAL Counsel

Title: Executive Director

Date: MARCH 21, 2005

Date: 3/25/05



State of Georgia

Georgia Technology Authority

AUTHORIZATION FOR CONTRACT / AMENDMENT

General Information (Completed by Business Owner)

Name of Contractor		FEIN or PSoft Vendor #		Purchase Order #	
Konica Minolta					
Contract Title		Initial Effective Date		Term of this Action	
WSCA		10/1/2004		From To	
				12/1/2004 11/30/2005	
GTA Point of Contact - Name & Title		Business Unit		Telephone # E-Mail	
David Candler		AMO		3-4412 dcandler@gta.ga.gov	
Amount Encumbered FY to Date		Amount of this Action		Total Amount to Date (Lifetime)	
\$0.00		\$0.00		\$0.00	
General Source of Funding			Procurement Type		
per agency					

Purpose Of Contract/Amendment (Brief Description)

Participating Agreement that change the terms and conditions from MN to Ga and activates GTA a a participant in the WSCA/NASPO master agreement for the procurement of computers, servers and printers.

Budget Information (Completed by Business Owner or Budget Analyst and Approved by Budget Analyst)

Funds Identified and "Earmarked" for this Action

Line #	Account	Fund	Organization	Prog. Code	Sub-Class	Project Grant	Amount
1							
2							
3							
						33 Total	\$0.00

Routing - PLEASE COMPLETE ALL RELEVANT DATES BELOW

ROUTED TO	DATE SENT	APPROVAL SIGNATURE	DATE APPROVED
Division/Office Director			11/30/04
Budget			
Procurement			11/30/04
Legal (as to legal form only)	3/24/05		3/24/05
Contractor	12/1/04		3/24/05
CIO or COO			3/25/05
Contract Administration	3/25/05	NA	NA
ed Copy to Contractor	3/25/05	NA	NA

Please see instructions.

GTA CON APPROVAL-1 REV 06/01/04