

**PARTICIPATING ADDENDUM
State of Idaho Contract Number PADD1016**

**WESTERN STATES CONTRACTING ALLIANCE
Konica
MASTER PRICE AGREEMENT
Minnesota Price Agreement Number A63313**

1. **Scope:** All state governmental entities within the State of Idaho and public agencies (as defined by Idaho Code, Section 67-2327) are authorized to purchase products and services under the terms and conditions of the Minnesota price agreement. These public agencies include any city or political subdivision of the State of Idaho, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties, cities, or any political subdivision created under the laws of the State of Idaho; and public schools and institutions of higher education. It will be the responsibility of the public agency to independently contract (i.e., issue purchase orders) with the contractor and/or comply with any other applicable provisions of Idaho Code governing public contracts.
2. **Applicable Approved Purchasing Agreement:** The following provisions supplement and/or add to the Master Price Agreement.

Parties to this Participating Addendum

The parties to this Participating Addendum (PA) are Konica Minolta Printing Solutions U.S.A., Inc. (Contractor) and the State of Idaho by and through its statutory agent, the Division of Purchasing within the Department of Administration (State) on behalf of the entities identified in the paragraph titled "Scope" of this Participating Addendum (procuring agencies).

Servicing Subcontractors:

All Authorized Resellers and Authorized dealers in the State of Idaho may assist in the sales process. A list of the Authorized Resellers and Dealers authorized to participate in the sales process can be found on Exhibit A.

Authorized service providers, IBM service organization and Authorized dealers may provide warranty, installation, and repair services. A list of authorized service providers can be found in Exhibit B.

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

If a Participating Entity chooses to work with a local reseller then a notation should be put in the body of the purchase order, stating which reseller worked with the Participating Entity. No orders shall be placed directly with a reseller and no payments shall be made to any entity other than Konica Minolta Printing Solutions U.S.A. in connections with any purchases made pursuant to this Participating Addendum.

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

Idaho Administration Reporting and Fees:

The contractor agrees to provide quarterly price agreement utilization reports to the Idaho administrator in accordance with the following schedule:

<u>Period End</u>	<u>Report Due</u>
June 30	July 31
September 30	October 31
December 31	January 31
March 31	April 30

The contractor will submit quarterly reports to the Idaho Administrator. These reports shall include the gross Idaho sales, less returns, cancellations, and replacements for the quarterly period subtotaled by procuring agency name within procuring agency state name. The report shall be accompanied with a check payable to the Treasurer, State of Idaho for an amount equal to 1.25% of the gross Idaho sales (less returns and credits) for the quarterly period. The State understands and agrees that Contractor will raise the negotiated Minnesota Price Agreement prices by this amount. This report will be provided 30 calendar days from the close of the calendar quarter.

Applicable Law:

Notwithstanding Paragraph 5 (Order of Precedence) of Minnesota Price Agreement No. A63313, Paragraph 32 (Governing Law) of Minnesota Price Agreement No. A63313 is supplemented with the following, which shall apply to this PA.

The State of Idaho's PA and all purchase orders issued thereunder by procuring agencies shall be construed in accordance with, and governed by the laws of the State of Idaho. Except to the extent the provisions of the PA are clearly inconsistent therewith, the PA shall also be governed by the applicable provisions of the Idaho Uniform Commercial Code (IUCC). To the extent this PA entails delivery or performance of services, such services shall be deemed "goods" within the meaning of the IUCC, except where deeming such services as "goods" would result in a clearly unreasonable interpretation. Any action to enforce the provisions of this PA shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this PA is held to be invalid or unenforceable by a court, the remaining terms of this PA will remain in force.

3. Lease Agreements: A lease agreement has not been approved for use for procuring agencies within the State of Idaho.

4. This PA is not for major, large hardware or hardware and software offerings. Individual units/configurations cannot exceed \$25,000.00 each. This is not a restriction on how many units/configurations that can be purchased, but on the value of each individual unit/configuration. This PA only includes Band 3 Printers per the Minnesota Price Agreement. It does not include **photocopiers, facsimile machines or** multifunctional equipment designed to include any combination of copying, printing, scanning, or faxing that is functionally equivalent to equipment available to State Agencies through the State of Idaho's existing Statewide Photocopier and/or Facsimile Contracts unless such equipment costs less than \$900.00, or is inkjet-based, or color capable. Requests for exceptions must be sent to the Division of Purchasing in writing by the requesting agency.

5. Primary Contact: The primary contact and administrator of this agreement for the State of Idaho is as follows:

Mark Little, IT Purchasing Officer
 Division of Purchasing
 5569 Kendall Street (Zip 83706-1231)
 P O Box 83720
 Boise, ID 83720-0075
 Ph: 208-327-7359

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

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

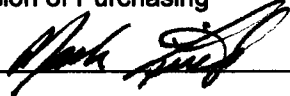
One Magnum Pass, Mobile, AL 36618
251.634.4186
251.633.4866
rick.gable@bpus.konicaminolta.us

6. Price Agreement Number: All purchase orders issued by procuring agencies within the jurisdiction of this participating addendum shall include the following price agreement numbers:

A63313 (Minnesota)
PADD1016 (Idaho)

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

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

State of Idaho
Division of Purchasing
By: 
Name: Mark A. Little
Title: I.T. Purchasing Officer
Date: 10/26/04


Contractor: Konica Minolta Printing Solutions U.S.A., Inc.
By: 
Name: S. A. FLETCHER
Title: PRESIDENT
Date: 10/22/04

Exhibit A

KONICA MINOLTA Authorized Business Partners in Idaho

<p>Basic Computer Center, Inc 418 N. Orchard Boise, ID 83706 sayers@rmci.net (208) 345-3811 (208) 345-2945(FAX)</p>
<p>Valeo Technology Services 1450 W. Eagle Flight Way Boise, ID 83709 dennis@valeo-tech.com (208) 376-4413 (208) 376-4390(FAX)</p>
<p>Technology Integration Group 6225 Meeker Place Ste 130 Boise, ID 83713 (208) 378-8886</p>
<p>Fenton's Office Solutions 280 E. Corporate Dr STe 250 Meridian, ID 83642 isaad@fentonsofficesolutions.com (208) 898-0014 (208) 888-1479(FAX)</p>
<p>Solid Rock Technical Solutions 3386 N. Hwy 41 Post Falls, ID 83854 rudy@srtechnicalolutions.com (208) 457-8200 (208) 457-8209(FAX)</p>
<p>Laser Image Co. 907 Oak Street Sandpoint, ID 83864 joel@tnw.net (208) 263-2422 (208) 265-8304(FAX)</p>

Exhibit B

KONICA MINOLTA Authorized Service Provider in Idaho

<p>Laser Image Company 907 Oak Street Sandpoint, ID 83864 208-263-2422</p>	<p>Authorized Service Provider For 2060, 2425, 3260/4032, 4060, magicolor 2, magicolor 330</p>
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