

# STATE OF MONTANA TERM CONTRACT

Department of Administration  
 State Procurement Bureau  
 165 Mitchell Building  
 PO Box 200135  
 Helena, MT 59620-0135  
 Phone: (406) 444-2575 Fax: (406) 444-2529  
 TTY Users-Dial 711  
<http://gsd.mt.gov/>

**T.C. #: WSCA/NASPO B27167**  
**KYOCERA DOCUMENT SOLUTIONS INC.**  
**Title: COMPUTER EQUIPMENT, PERIPHERALS AND RELATED SERVICES**  
**This is an Exclusive contract.**

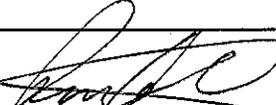
CONTRACT TERM	FROM	September 1, 2012	CONTRACT STATUS	NEW ( )
	TO	August 31, 2014		RENEW (x)
VENDOR ADDRESS	Kyocera Document Solutions Inc. 225 Sand Road Fairfield, NJ 07004		ORDER ADDRESS	See Participating Addendum
ATTN:	Philip Borchardt			
PHONE:	(651) 714-3938			
FAX:	(651) 714-3964			
E-MAIL:	<a href="mailto:Philip_Borchardt@da.kyocera.com">Philip_Borchardt@da.kyocera.com</a>			

REMARKS: This contract was established by the Western States Contracting Alliance/National Association of State Procurement Officials, (WSCA/NASPO) Cooperative Purchasing organization. WSCA/NASPO competitively issues and awards cooperative contracts while leveraging the demand of multiple states to achieve the best possible contracts.

This contract is considered to be an "Exclusive" use contract and state agencies must obtain the specified product/service from the WSCA/NASPO named contract holder(s), unless an exception is granted by the State Procurement Bureau. The University System, at its discretion, has optional use of this contract.

Current pricing is available at <http://www.mmd.admin.state.mn.us/wsca/wsca.htm> Click on the "2009-2014 Contracts" link at the top of the page. Then find the manufacturer you're looking for and click on their link to pricing and other specific information.

This contract is **NOT** for the purchase of major, large hardware or hardware and software offerings. In general, individual units/configurations for servers and storage (SANs, etc.) shall not exceed \$500,000 each. Desktop per unit/configuration cost shall not exceed \$100,000. Printers of all types and monitors per unit/configuration costs shall not exceed \$50,000 each.

IFB/RFP No.: WSCA	Rick Dorvall, Contracts Officer 	DATE: September 27, 2012
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**AUTHORIZED SIGNATURE**

**PARTICIPATING ADDENDUM**

[hereinafter "Addendum"]

**Amendment #1**

For

**WSCA/NASPO PC Contracts 2009-2014**

**COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES**

**MASTER PRICE AGREEMENT NUMBER B27167**

Between

Kyocera Document Solutions Inc.

[hereinafter "Contractor"]

and

**STATE OF MONTANA**

[hereinafter "Participating State" or "Participating Entity" (if not a state)]

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**1. Scope**

This Addendum covers the WSCA/NASPO PC Contracts 2009-2014 (Computer Equipment, Peripherals and Related Services) led by the State of Minnesota for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts.

**2. Participation**

Use of specific WSCA/NASPO cooperative contract by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the 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. Changes:**

- a. Contract is extended through August 31, 2014.
- b. The configuration limit of servers and storage may be increased up to \$500,000. The Participating entity limits for server and storage is: \$500,000.

*Additions:*

State Participation: All governmental entities within the State of Montana and all registered Cooperative Purchasing Organizations are authorized to purchase products and services under the terms and conditions of the referenced Master Price Agreement. Allowable products are defined in Section 14 of the Master Price Agreement. Entities are subject to all applicable state standards, policies, and procurement law, including the Montana Information Technology Act.

Exclusive Contract: The intent of this Addendum is to provide state agencies with a means of procuring Computer Equipment, Peripherals and Related Services. This Addendum is considered to be an "Exclusive" use contract for state agencies and as such, state agencies shall obtain the specified product/service from the WSCA named contract holder(s), unless an exception is granted by the State Procurement Bureau. The Montana University System, at its discretion, may use this exclusive contract.

Exceptions: State agencies can submit an exception request to the State Procurement Bureau (SPB) stating the specific reason(s) the agency cannot utilize the products or services offered by the named Contractor. Only a written approval from SPB of a submitted exception will permit an agency to purchase products or

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services outside of the WSCA Addenda.

Reporting and Fees: Contractor shall provide the State of Montana monthly utilization reports for all purchasing activity during same period within this section. These reports shall be provided in the same format as submitted to WSCA/NASPO PC Contracts Reporting person.

Access to Records: The Contractor shall provide the State, Legislative Auditor, or their authorized agents access to any records required to be made available by 18-1-118 MCA, in order to determine compliance with this Addendum.

Compliance with Laws: The Contractor shall, in performance of work under this participating addendum, fully comply with all applicable federal, state, or local laws, rules, and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform under this addendum will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing under this Addendum.

Technology Access for Blind or Visually Impaired: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Section 18-5-603, MCA.).

Purchase Approvals: All Server, Server-LAN Storage purchases require prior Department of Administration, Information Technology Services Division, approval. Non-State agencies are not required to obtain this approval.

Compliance with State Plans: The Contractor is notified that pursuant to 2-17-514, MCA, the Department of Administration retains the right to cancel or modify any contract, project or activity that is not in compliance with the Agency's Plan for Information Technology, the State Strategic Plan for Information Technology, or any

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statewide IT policy or standard.

**4. Lease Agreements:** Leasing of covered equipment is authorized under this Addendum. State agencies cannot enter a lease agreement under this Addendum without prior review and approval of said lease by the State Procurement Bureau.

**5. Primary Contacts:** The primary government contact individuals for this Addendum are as follows (or their named successors):

Lead State

Bernadette Kopischke  
50 Sherburne Ave., 112 Admin Bldg, St Paul, MN 55155  
Phone: (651) 201-2450  
Fax: (651) 297-3996  
E-mail: [bernie.kopischke@state.mn.us](mailto:bernie.kopischke@state.mn.us)

Contractor

Philip Borchardt  
225 Sand Road Fairfield, NJ 07004  
Phone: (651) 714-3938  
Fax: (651) 714-3964  
E-mail: [Philip\\_Borchardt@da.kyocera.com](mailto:Philip_Borchardt@da.kyocera.com)

Participating State

Rick Dorvall  
State of Montana, State Procurement Bureau  
125 N. Roberts Street, Mitchell Building, Room 165  
Helena, MT 59620-0135  
Phone: (406) 444-3366  
Fax: (406) 444-2529  
E-mail: [rickdorvall@mt.gov](mailto:rickdorvall@mt.gov)

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**6. Servicing Subcontractors:** All Kyocera Document Solutions, Inc. dealers and resellers authorized in the State of Montana, as shown on the Kyocera Document Solutions, Inc. website, are approved to provide sales and service support to participants in the WSCA/NASPO Master Price Agreement. The Kyocera Document Solutions, Inc. dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Price Agreement.

All orders and payments are to be issued directly to:

Kyocera Document Solutions, Inc.  
Attn: National & Government Accounts  
225 Sand Road  
Fairfield, NJ 07004-0008

**7. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"):** If or when Contractor is notified by purchasing entity that a specific purchase or purchases are being made with ARRA funds, Contractor shall comply with the reporting requirements currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Purchasing entity is responsible for informing Contractor as soon as the purchasing entity is aware that ARRA funds are being used for a purchase or purchases. Contractor shall provide the required report to the purchasing entity with the invoice presented to the purchasing entity for payment. The Contractor, as it relates to purchases under this Addendum, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

**All purchase orders issued by purchasing entities with the jurisdiction of this Addendum must include the Participating State contract number WSCA-TC-B27167 and the Master Price Agreement Number B27167.**

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.

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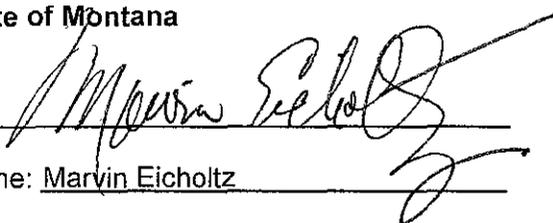
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IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by Contractor below.

**State of Montana**

By: 

Name: Marvin Eicholtz

Title: Administrator, General Services Division

Date: 2/1/13

CIO

State of Montana

**Kyocera Document Solutions Inc.**

By: 

Name: Marc Theaman

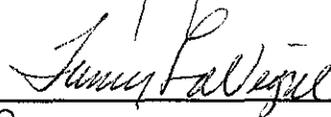
Title: VP, National & Government Accounts

Date: January 22, 2013

CIO

State of Montana

Date

 1/23/2013