

UNIVERSITY OF NORTH TEXAS

COPIER LEASE: 36 months, 7/30/2017 - 7/30/2020 Lease start date upon delivery.

Dept. contact: Jim Byford, 940-891-6866 jim.byford@unt.edu

Vendor contact: Carrie Bryson, cbryson@kmb.konicaminolta.us, 214.683.5845, Konica Minolta

Ref: UTSSCA contract 3812

36-month contract beginning 7/30/2017 or upon delivery

Training Included

Ship-to address:

University of North Texas
Dept. Advising – College of Engineering
Discovery Park
3940 N. Elm Street, RM A101
Denton TX 76207

This Purchase Order represents budgetary consideration of the first 1 months of a 36-month contract/agreement. Subsequent years will be added by change order to this PO at each new fiscal year (Sept. 1 to Aug 31.)

(1) C308 \$130.82/mo

FY17: 7/30/2017 - 8/31/2017	1 Mo	\$130.82	(lease rate x # of months)
FY18: 9/01/2017 - 8/31/2018	12 Mo	\$1,569.84	
FY19: 9/01/2018 - 8/31/2019	12 Mo	\$1,569.84	
FY20: 9/01/2019 - 7/30/2020	11 Mo	\$1,439.02	

Full Service/Maintenance Cost Per Copy Agreement; 36 months; includes all parts, labor, toner and staples. Does not include paper.

Includes: Cost per Copy only: Pay for only what is used. No base or minimum.

BW @ .0052 cpc Color @ .04 cpc

Estimated Volume:

FY17: 7/30/2017 - 8/31/2017	1 Mo	5,000 BW @ .0052 = \$26 /	500 Color @ .04 = \$20
FY18: 9/01/2017 - 8/31/2018	12 Mo	60,000 BW @ .0052 = \$312 /	6,000 Color @ .04 = \$240
FY19: 9/01/2018 - 8/31/2019	12 Mo	60,000 BW @ .0052 = \$312 /	6,000 Color @ .04 = \$240
FY20: 9/01/2019 - 7/30/2020	11 Mo	55,000 BW @ .0052 = \$286 /	5,500 Color @ .04 = \$220

Thank you,
Carrie L. Bryson
Konica Minolta Business Solutions US





KONICA MINOLTA

For office use only (Check one): Branch Windsor Windsor Commercial

Equipment Schedule to Master Premier Lease for The University of Texas System

APPLICATION NO.

AGREEMENT NO.

SCHEDULE NO.

CUSTOMER BILL - TO INFORMATION (Separate schedules must be completed for each billing location.)

LEGAL COMPANY NAME UNIVERSITY OF NORTH TEXAS DEPARTMENT NAME
STREET ADDRESS / P.O. BOX 1112 DALLAS DRIVE, SUITE 4000 BLDG / ROOM / SUITE
CITY DENTON STATE TX ZIP 76205 BILLING CONTACT NAME
BILL-TO PHONE NUMBER* 940-369-5500 FAX NUMBER FEDERAL TAX I.D. NUMBER 75-6002149

CUSTOMER INSTALLATION LOCATION (Separate schedules must be completed for each billing location.)

LESSEE LEGAL NAME UNIVERSITY OF NORTH TEXAS DEPARTMENT NAME ADVISING - COLLEGE OF ENGINEERING
STREET ADDRESS / P.O. BOX 3940 N. ELM STREET BLDG / FLOOR / ROOM / SUITE DISCOVERY PARK, ROOM A101
CITY DENTON STATE TX ZIP 76207 CONTACT NAME JIM BYFORD
PHONE NUMBER 940-891-6866 FAX NUMBER

MAKE/MODEL NO./ACCESSORIES SERIAL NO.

1 - BIZHUB C308 \$130.82/mo
UT System Alliance Supply Chain Contract UTSSCA3812

See attached schedule for additional Equipment / Accessories

TERM AND PAYMENT SCHEDULE

36 Monthly Payments of \$130.82 (mos.) (plus applicable taxes)

THIS SCHEDULE INCORPORATES ALL OF THE TERMS AND CONDITIONS OF THE MASTER PREMIER LEASE AGREEMENT IDENTIFIED ABOVE.

LESSOR ACCEPTANCE

Konica Minolta Premier Finance
DATED LESSOR SIGNATURE MVP PRINT NAME

CUSTOMER ACCEPTANCE

UNIVERSITY OF NORTH TEXAS
DATED FULL LEGAL NAME UNIVERSITY OF NORTH TEXAS
By: Mike Abernethy, Senior Director of Procurement Services
PRINT NAME



KONICA MINOLTA

Standard CPC Maintenance Contract for The University of Texas System - Institutional Participant

Sold To: (legal name)			Ship To:		
Name: UNIVERSITY OF NORTH TEXAS Account Number: 1437198			Name: UNIVERSITY OF NORTH TEXAS Account Number:		
Address Line 1:			Address Line 1: ADVISING - COLLEGE OF ENGINEERING		
Address Line 2:			Address Line 2: DISCOVERY PARK		
Street Address: 1112 DALLAS DRIVE, SUITE 4000			Street Address: 3940 N. ELM STREET		
City: DENTON		State: TX	City: DENTON		State: TX
Zip: 76205			Zip: 76207		
Tax Exemption <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (Certificate required)			Tax Exemption Number: 75-6002149		
PO Required <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (Copy required)			PO Number: tbd PO Expiration Date:		

Standard CPC Maintenance Plan

Cost Per Copy
 With Supplies
 Effective Date: _____

Billing for CPC contract: Monthly Quarterly Annually
 Contract Term (Months): 12 24 36 48 60

Product Covered Under Contract:

Item	Model Description	Serial Number	Type	Start Meter Read	CPC
1	C308		C	0	.04
			B/W	0	.0052
2			C		
			B/W		
3			C		
			B/W		
4			C		
			B/W		
5			C		
			B/W		
6			C		
			B/W		

UT SYSTEMS ALLIANCE SUPPLY CHAIN CONTRACT #UTSSCA3812

Customer's signature below acknowledges receipt and consent to the terms and conditions provided on Rider 101 "Terms of Service for Maintenance" of the Preferred Supplier Agreement between The University of Texas System and Konica Minolta Business Solutions U.S.A., Inc.

Customer Name: UNIVERSITY OF NORTH TEXAS
 Signature: By: Mike Abernethy
 Title: Mike Abernethy, Senior Director of Procurement Services

S Representative: CARRIE L. BRYSON Date: 6/22/17
 S Manager: N. MARCUS DUNN Date: 6/22/17

FOR INTERNAL USE

New Customer Maintenance w/ Equipment Order Maintenance Only Maintenance Billed by KMBS Maintenance Billed by Lease Company Dealer Serviced

PE #: _____ Agreement #: _____ Customer Code 1: ADVISING-COLL OF ENG
 Promotion #: _____ Price Plan #: _____ Customer Code 2: _____
 Subfleet #: 144 Customer Code 3: _____

Key Operator Contact: ADVISING-COLL OF ENG Phone: 940-891-6866 Email Addr: jim.byford@unt.edu
 Meter Read Contact: SAME Phone: _____ Email Addr: _____
 Accounts Payable Contact: _____ Phone: _____ Email Addr: _____

Special Instructions: _____
 Additional Documents Attached:
 Price Exception Tax Exempt Certificate
 Purchase Order Credit Application

	Sales Rep Number	Sales Rep Name (Please Print)	Sales Rep Email Address
Originating:	3866868	BRENT SMITH	bsmith@kmb.konicaminolta.us
Order Taking:	3898734	CARRIE YUST	cyust@kmb.konicaminolta.us
Servicing:	3898734	CARRIE YUST	Same

Contract Processed: Windsor, CT Branch FORT WORTH (Branch Name) Sales District: 38901

1. LEASE AGREEMENT: You agree to lease from us the personal property as identified in schedules to this Master Premier Lease Agreement from time to time signed by you and us (such property and any upgrades, replacements, repairs and add-ons referred to as "Equipment") for business purposes only. Each Schedule is a separate assignable lease. You agree to all of the terms and conditions contained in this Agreement, any Schedules and the Preferred Supplier Agreement ("PSA"), which together form a complete statement of our Agreement regarding the leased equipment ("Agreement") and supersede any purchase order or outstanding invoice, except for non-allocating commercial terms and conditions (such as time and place of delivery) included in any procurement document issued by you. This Agreement may be modified only by written Agreement and not by course of performance. This Agreement becomes valid upon execution by both parties. The Equipment is deemed accepted by you under the applicable schedule upon our receipt of a signed delivery and acceptance certificate. In the event the Equipment has a defect or fails to perform, Preferred Supplier will replace the defective item of Equipment in accordance with Section 13.4 of the PSA or, if you elect, the applicable Schedule will be canceled and we or our designee will repossess the Equipment. This Agreement will continue for the Term listed on the Agreement or Equipment Lease Schedule. On or before thirty (30) days prior to the expiration of the Initial Term you shall give us written notice of your intention to either purchase the Equipment or return the Equipment to us. If you choose not to purchase the Equipment and fail to return the Equipment to us (as describe in Section 6, herein) within thirty (30) days of the end of the Lease Term, you agree to pay an amount equal to the Monthly Rent as an interim rent for each month until the Equipment is returned to us. Leases with \$1.00 purchase options will not be renewed. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You authorize us to insert or correct missing information on this lease including your proper legal name, serial numbers, other numbers describing the Equipment and other omitted factual matters. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignee or third parties having an economic interest in this Agreement, any Schedule or the Equipment.

2. RENT: Rent will be payable in installments on a net thirty (30) day basis (subject to requirements of the Texas Prompt Payment Act), each in the amount of the Monthly Payment (or other periodic payment) shown on the applicable Schedule. Subsequent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period or as otherwise agreed. We will have the right to apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. Your obligation to make all Monthly Payments (or other periodic payment) hereunder is absolute and unconditional and you cannot withhold or offset against any Monthly Payments (or other periodic payment) for any reason. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree cash and cash equivalents are not acceptable forms of payment for this Agreement and that you will not remit such forms of payment to us, WE BOTH INTEND TO COMPLY WITH ALL APPLICABLE LAWS. IF IT IS DETERMINED THAT YOUR PAYMENTS UNDER THIS AGREEMENT OR UNDER A SCHEDULE RESULT IN AN INTEREST PAYMENT HIGHER THAN ALLOWED BY APPLICABLE LAW, THEN ANY EXCESS INTEREST COLLECTED WILL BE APPLIED TO AMOUNTS THAT ARE LAWFULLY DUE AND OWING UNDER THIS AGREEMENT OR WILL BE REFUNDED TO YOU. IN NO EVENT WILL YOU BE REQUIRED TO PAY ANY AMOUNTS IN EXCESS OF THE LEGAL AMOUNT.

3. FUNDING INTENT: You reasonably believe that funds can be obtained sufficient to make all Lease Payments and other payments during the term of this Lease. You affirm that funds to pay Lease Payments and other payments under this Lease are available for your current fiscal year, subject to Section 10 of the PSA. You and we agree that your obligation to make Lease Payments under this Lease will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in this Lease will be interpreted as a pledge of your general tax revenues, funds or moneys. If sufficient funds are not appropriated and budgeted by your governing body in any fiscal year for Lease Payments or other payments due under this Lease, this Lease will terminate as of the last day of your fiscal year for which funds for Lease Payments are available. You will give us written notice within fifteen (15) days of the occurrence of such nonappropriation. Such termination is without any expense or penalty, except for the portions of the Lease Payments and those expenses associated with your return of the Equipment in accordance with Section 3 of this Lease for which funds have been budgeted and appropriated or are otherwise legally available. You agree that, to the extent permitted by law, you will not spend or commit funds for the acquisition or use of equipment or services performing functions similar to the Equipment until the fiscal year following the fiscal year for which funds were first not available for the Lease Payments.

4. OWNERSHIP OF EQUIPMENT: We are the Lessor of the Equipment and have sole title (unless you have a \$1.00 purchase option) to the Equipment (excluding software). You agree to keep the Equipment free and clear of all liens and claims.

5. LOCATION OF EQUIPMENT: You will keep and use the Equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the Agreement's term, if you do not purchase the Equipment, you will make the Equipment available for pick up by the Supplier, in retail resalable condition (normal wear and tear acceptable), full working order, and in complete repair.

6. LOSS OR DAMAGE: You are responsible for the risk of loss or for any destruction of or damage to the Equipment not caused by Preferred Supplier or the manufacturer. No such loss or damage releases you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid Monthly Payments (or other periodic payments shown) for the full Agreement term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at six percent (6%) per year. Any proceeds of insurance will be paid to us and credited, against any loss or damage.

7. COLLATERAL PROTECTION AND INSURANCE: Except for ordinary wear and tear, you are responsible for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, you agree to continue to pay the amounts due and to become due hereunder without setoff or defense. During the term of this Agreement, you agree that you will (1) insure the equipment against all loss or damage naming us as loss payee; and (2) deliver satisfactory evidence of such coverage with carriers, policy forms and amounts reasonably acceptable to us. All policies must provide that we be given thirty (30) days written notice of any material change or cancellation.

8. ASSIGNMENT; YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT. We may sell, assign, or transfer this Agreement and/or the Equipment with your written consent. You agree that if we sell, assign, or transfer this Agreement and/or the Equipment, the new Lessor will have the same rights and benefits that we have now and will not have to perform any of our obligations which will remain with Preferred Supplier. You agree that the rights of the new Lessor will not be subject to any claims, defenses, or set offs that you may have against us whether or not you are notified of such assignment.

9. DEFAULT AND REMEDIES: If you do not pay any lease payment or other sum due to us or other party within 20 days of its due date due or if you break any of your promises in the Agreement or any other Agreement with us and you fail to cure such event within thirty (30) days of being notified of such you will be in default. If any part of a payment is more than 20 days late, you agree to pay a late charge of 1% of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may do any one or all of the following (a) instruct Supplier to withhold service, parts and supplies and/or void the Customer Confidence Guaranty; (b) retain your security deposit; (c) terminate or cancel this Agreement and/or any and all Schedules and require that you pay, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the sum of: (i) all past due and current Monthly Payments (or other periodic payments) and charges due under this Agreement and any Schedule; (ii) the present value of all remaining Monthly Payments (or other periodic payments) and charges for the remainder of the term of such Schedule, discounted at the rate of 4% per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the present value (at the same discount rate as specified in clause (ii) above) of the amount of any purchase option with respect to the Equipment or, if none is specified, our anticipated value of the Equipment at the end of the initial term of such Schedule (or any renewal thereof); and (d) require you to return the Equipment to us to a location designated by us. We may recover interest on any unpaid balance at the rate of 8% per annum but in no event more than the lawful maximum rate. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of Lessor or its Assignee or any other law. You agree to pay our reasonable costs of collection and enforcement, including but not limited to attorney's fees and actual court costs relating to any claim arising under this Agreement including, but not limited to, any legal action or referral for collection. If we have to take possession of the Equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed Equipment will be credited against what you owe us. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL INDIRECT OR INCIDENTAL DAMAGES FOR ANY REASON WHATSOEVER. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. All of our rights are cumulative.

10. UCC FILINGS: You grant us a security interest in the Equipment, to the extent authorized by the Constitution and the laws of the State of Texas. If this Agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument in order to show our interest in the Equipment.

11. CONSENT TO LAW, JURISDICTION, AND VENUE: This Agreement shall be deemed fully executed and performed in the State of Texas and shall be governed by and construed in accordance with its laws. If the Lessor or its Assignee shall bring any judicial proceeding in relation to any matter arising under the Agreement, the Customer irrevocably agrees that any such matter may be adjudged or determined in any court or courts in the County of Travis, Texas.

12. LESSEE GUARANTY: You agree to submit the original of the Agreement documents with the security deposit to the Lessor via overnight courier the same day of the facsimile or electronic mail transmission of the signed lease documents. Should we fail to receive these originals, you agree to be bound by the facsimile or electronically mailed copy of this Agreement with appropriate signatures. Lessee waives the right to challenge in court the authenticity of a facsimile or electronically mailed signed copy of this Agreement and the facsimile or electronically mailed copy containing your typed or scanned signature and our original signature shall be considered the sole original for all purposes, including without limitation, any enforcement action under paragraph 11.

24710 - 01/11/2010



Contract Launch Brief

CONFIDENTIAL

AGREEMENT

Preferred Supplier: Konica Minolta Business Solutions, Inc.
Agreement Number: UTSSCA3812
Contract Duration: February 1, 2012 – January 31, 2015 (plus three one-year extension options)

INSTITUTIONAL PARTICIPANT FORM REQUIREMENT

Signed Institutional Participation Agreement (IPA) is required.

PRODUCTS

Multifunctional Devices (MFDs) and related equipment such as desktop units, printers, and production print equipment

DISTRIBUTION

Products are ordered directly from Konica Minolta.

PRIMARY CONTACTS

Preferred Supplier

Konica Minolta Account Rep – Brent Smith
brent.smith@kmb.konicaminolta.us
(832) 766-0783

UT Supply Chain Alliance Sourcing Team

Jacqui Mackel, Sourcing Specialist
jcmackel@mdanderson.org
(713) 563-5656

PRICING

The contract provides for fixed discounts from list price and fixed lease rates (lease rates may decline if future market rates decline) for the first 36 months of the agreement. These fixed discounts from list price are applicable to both leased and purchased equipment. Under the lease option, a print charge is assessed to each print (cost per copy), which pays for the cost of all consumables, maintenance, and service for the equipment. Rider 200 to the agreement contains a comprehensive price list applicable to Institutional Participants. Analyses performed by the strategic sourcing team indicates a savings range from 15% - 50% is achievable. All institutional participants are encouraged to conduct an independent analysis against their existing pricing.

ADDITIONAL VALUE-ADDS

Institutional Participants are eligible for a limited term “Early Transition Incentive” to encourage quick adoption and implementation of this contract. The Early Transition Incentive amount is based upon the number of MFDs that can be transitioned into this program as listed below:

Number of MFDs	Early Transition Incentive
<50	\$10,000
50-199	\$50,000
200-250	\$75,000
>250	\$100,000

Eligibility for this incentive is conditioned upon Institutional Participant performing an institutional assessment to determine the amount and transition rate of MFDs in the coming years. The aggregate Early Transition Incentive is capped at \$400,000 for all Institutional Participants and is on a first come-first serve basis. Please review all terms and conditions associated with this incentive in Rider 100 to the agreement.



Institutional Participants are eligible for a “Lease Buyout Incentive” of up to \$1,500 per existing MFD. This incentive is designed for end-users nearing the end of a lease term (for existing equipment) to transition to the Konica Minolta equipment sooner and take advantage of cost savings. The aggregate Lease Buyout Incentive is capped at \$600,000 for all Institutional Participants and is on a first come-first serve basis. Please review all terms and conditions associated with this incentive in Rider 100 to the agreement.

In the event Institutional Participants collectively place 1000 MFDs within the first 12 months of the contract, each Institutional Participant will be eligible for a share of a \$400,000 incentive to be issued based upon individual Institutional Participant’s share of the aggregate volume with Konica Minolta.

Konica Minolta will provide account management activities under this Agreement and provide for the following additional services:

- Equipment Management
- Hard Drive Services (Wiping and Disposal)
- Unconditional Return Policy
- Metric Reporting

DEMONSTRATED VALUE AND AWARD RATIONALE

The UT System Supply Chain Alliance Strategic Sourcing Team conducted a twelve month formal strategic sourcing event for MFD’s. The following UT System institutions appointed subject matter experts that served as the evaluation and selection team: UTMDACC, UTHSCH, UTHSCSA, UTMB, UTA, UTPA, and UTEP. All suppliers that responded to the request for proposal (Konica Minolta, Xerox, Canon, Lexmark, Ricoh, OfficeMax, and SHI) were evaluated on their ability to meet the technical, quality and service requirements as determined by the panel of subject matter experts. Multiple rounds of negotiations (with the top four finalists – Konica Minolta, Xerox, Canon, and Ricoh), which included several pricing exercises, Konica Minolta ranked number one in best value. As a result of Konica Minolta’s competitive offer, Institutional Participants could potentially realize savings of up to 50% for MFD’s when compared with current prices paid.

CONTRACT IMPLEMENTATION

The key to success under this agreement is how to “Right-Size” your institution and manage both the utilization and security aspects of this agreement long term. Konica Minolta representatives will be contacting the Chief Procurement Officers to set up meetings and explain various aspects of their product and service offerings. An important piece to this engagement will be performing an institutional assessment to determine the most cost advantageous method of implementing the agreement. Although this agreement provides for initial cost savings on equipment, allowing Konica Minolta to assist you in developing and implementing an optimized print environment is where greater savings may be achieved.

For more on the security aspects of the equipment provided by Konica Minolta, please visit:

http://kmbs.konicaminolta.us/content/products/subcategories/as_security.html

FOR ADDITIONAL INFORMATION

This contract summary describes the key elements of the agreement. For complete information on the pricing and agreement details, contact Jacqui Mackel at (713) 563-5656 or jcmackel@mdanderson.org.

About The University of Texas System Supply Chain Alliance

The UT System Supply Chain Alliance was created to expand use of joint purchasing and explore new opportunities to leverage the collective size and strength of our campuses through cooperative purchasing agreements. The mission of the UT System Supply Chain Alliance is to provide reliable, sustainable solutions for the purchase and delivery of equipment, services, and supplies to support the core missions of education, patient care, and research at the UT System institutions. Through collaborative and shared efforts and adoption of best practices, we will improve customer satisfaction, reduce cost, and create value.