

New York State Office Of General Services  
Procurement Services Group  
Corning Tower Building  
Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.state.ny.us>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [01649-E](#)

**DATE:** June 14, 2005

**GROUP:** 22424 – Copiers (Analog & Digital)  
Digital Duplicators, Color &  
Wide Format (Statewide)

**PLEASE ADDRESS INQUIRIES TO:**

**STATE AGENCIES & CONTRACTORS**

Lori L. Bahan  
Purchasing Officer I  
(518) 474-5535  
[lori.bahan@ogs.state.ny.us](mailto:lori.bahan@ogs.state.ny.us)

**CONTRACT PERIOD:** June 1, 2002 to  
May 31, 2007

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.state.ny.us](mailto:customer.services@ogs.state.ny.us)

**CONTRACTOR/**

**CONTRACT NO.:** Konica Minolta Business Solutions U.S.A., Inc./PC59463

**SUBJECT:** DEFERRED PAYMENT PLAN

**TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

Konica Minolta Business Solutions U.S.A., Inc (PC59463) offers a no interest Deferred Payment Plan on the purchase of selected copiers.

All other terms and conditions of the original award remain the same.

**Deferred Payment Plan Terms and Conditions**  
**For Use With**  
**State of New York Department of General Services**  
**Award # 01649-E\* for Copiers (Analog and Digital), Digital Duplicators,**  
**Color and Wide-Format (Statewide)**

**This is a deferred purchase plan promotion, (the “Deferred Payment Plan”). Konica Minolta Business Solutions U.S.A., Inc. (hereafter referred to as “KMBS”), may cancel or modify this promotion upon 30 days prior written notice to OGS. Such cancellation or modification shall not apply to any existing Deferred Payment Plan agreements entered into during this promotion prior to the effective date of such cancellation or modification.**

1. The promotion is limited to select Konica Minolta Business Solutions U.S.A. Inc. models. Not all models are available. Not all term lengths are available. Model availability and Term availability can be viewed at the New York State-KMBS website.
2. Customer receives title upon completion of equipment installation by KMBS’s Technician and equipment acceptance by Customer.
3. Customer can make a single lump sum payment for the equipment or the customer may elect to make [12, 24, or 36,] equal monthly payments (each a “Deferred Payment”), depending upon the promotion offered by KMBS and the Deferred Payment Plan term selected by the Customer (if multiple terms are offered). The Deferred Payment is calculated by taking the contract purchase price and dividing it by [12, 24, or 36,] months, depending upon the term offered by KMBS and the Terms selected by the customer.
4. When issuing an order request under the Deferred Payment Plan, Customer agrees to issue two (2) separate purchase orders, one (1) for the Deferred Payment Purchase (equipment only) and one (1) for maintenance covered under Award # 01649-E.
5. Customer, at their own expense, agrees to keep the equipment under KMBS or authorized agent’s Maintenance and Supplies plan per Award # 01649-E for the duration of the Deferred Payment Plan. Prices and terms and conditions governing maintenance shall be in accordance with the terms and conditions contained within State of New York Office of General Services Contract Award Notification # 01649-E\* for Copiers (“the Contract”) found on the New York State-KMBS website.
6. Split monthly billing will consist of an invoice for the Deferred Payment and an invoice for the approved contract maintenance and supply prices. The equipment and maintenance base charges will be billed monthly in arrears. The excess copy charges will be billed quarterly in arrears. Maintenance charges will include consumable supplies (black toner, developer / copy cartridges, and fuser lubricants, where applicable), excluding paper, staples, and specialty supply items.
7. Customer may pay off or cancel the Deferred Payment Plan at any time by making a lump sum payment that is equal to the number of months remaining in the agreement times the monthly Deferred Payment (less any service base charges).
8. Service and supply charges cease upon early buy out or upon completion of the Deferred Payment Plan agreement. At that time the customer, at his sole option, may enter into a maintenance agreement with KMBS per the then available State Contract prices and terms and conditions or reduced negotiated price.

9. In accordance with Section 41 of the State Finance Law, the Customer shall have no liability under this Agreement to the contractor or to anyone else beyond funds appropriated and available for this Agreement. In the event the Customer must cancel this agreement due to the failure of its funding authority to provide funds for the succeeding fiscal period KMBS requires the following:
  - a. Written notice from the Customer within thirty days after receipt of an approved budget that the Customer's funding authority through no action on the part of the Customer has failed to appropriate funds for the continuation of the agreement.
  - b. Certification that the canceled Equipment to the extent permitted by law is not being replaced by equipment performing similar functions during the ensuing fiscal year. Customer agrees to return the equipment to KMBS in good working order and that the equipment will be free of all liens and encumbrances.
  - c. Customer within 30 days of receipt of final invoice agrees to pay KMBS all sums owed KMBS under this agreement up to the point funding authority expires. Customer will then be released from their obligations to make any further payments to KMBS (with KMBS retaining all sums previously paid under this agreement).
10. The Customer acknowledges that in the event the State of New York exercises its power to cancel Award # 01649-E under the section entitled "Contract Period and Renewal", such cancellation will have no adverse effect for Deferred Payment Plan Orders already issued under the Contract, and that the power of termination is not available to the Customer.
11. Notwithstanding anything to the contrary herein contained, the Customer, by selecting the Deferred Payment Plan, does not (a) change any of the terms and conditions under the State of New York Office of General Services Contract Award Notification # 01649-E\* for Copiers or (b) waive any rights under the State of New York Office of General Services Contract Award Notification # 01649-E\* for Copiers, with regard to the functionality, performance, and reliability of the product and all related services and supplies.
12. KMBS will require all eligible State of New York political sub-divisions, covered under Award # 01649-E, to acknowledge and agree to, in writing, on a per transaction basis, the terms and conditions described here as Award # 01649-E "Deferred Payment Plan". KMBS will provide directly to the eligible political sub-divisions "Letters of Assignment", which will show them where to properly remit "Deferred Payment Plan" payments.

Acknowledged by:

Acknowledged by:

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Nick Macioce  
Konica Minolta Business Solutions

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Linda Holcomb  
State of New York



**State of New York Deferred Payment Plan Product Availability**

It is important to note that some units are not allowed under this program AND not all terms are allowed per a specific model. Here is the Model/Term matrix for your reference.

<b>Model</b>	<b>12-Months</b>	<b>24-Months</b>	<b>36-Months</b>	<b>48-Months</b>	<b>60-Months</b>
160	Yes	Yes	Yes	Yes	Yes
161f	Yes	Yes	Yes	Yes	Yes
222	Yes	Yes	Yes	Yes	Yes
282	Yes	Yes	Yes	Yes	Yes
361	Yes	Yes	Yes	Yes	Yes
362	Yes	Yes	Yes	Yes	Yes
421	Yes	Yes	Yes	Yes	Yes
501	Yes	Yes	Yes	Yes	Yes
601	Yes	Yes	Yes	Yes	Yes
751	Yes	Yes	Yes	Yes	Yes
950	Yes	Yes	Yes	Yes	Yes
1051	Yes	Yes	Yes	Yes	Yes
1200	Yes	Yes	Yes	Yes	Yes
C200	Yes	Yes	Yes	Yes	Yes
C220	Yes	Yes	Yes	Yes	Yes
C280	Yes	Yes	Yes	Yes	Yes
C360	Yes	Yes	Yes	Yes	Yes
C452	Yes	Yes	Yes	Yes	Yes
C552	Yes	Yes	Yes	Yes	Yes
C662	Yes	Yes	Yes	Yes	Yes
C5501	Yes	Yes	Yes	Yes	Yes
C6501	Yes	Yes	Yes	Yes	Yes