

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: [19478](#)

DATE: July 16, 2009

GROUP: 75523 – Konica Minolta Printers

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS

Wendy Reitzel

Purchasing Officer

(518) 486-7313

wendy.reitzel@ogs.state.ny.us

CONTRACT PERIOD:

June 28, 2006 - June 27, 2011

CONTRACTOR(S)/ **Konica Minolta Business
Solutions USA, Inc.**

OTHER AUTHORIZED USERS

Customer Services

(518) 474-6717

customer.services@ogs.state.ny.us

CONTRACT NO(S): PT62485

SUBJECT: DEFERRED PAYMENT PLAN

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Konica Minolta has announced the addition of the following Deferred Payment Plan:

**Deferred Payment Plan Terms and Conditions for Use
With State of New York Office of General Services
Contract # PT62485 for Printers**

This is a Deferred Payment Plan promotion available to only Authorized Users eligible to use the OGS contract for printers. Konica Minolta may cancel this promotion upon 30 days prior written notice to OGS. Such cancellation shall not apply to any existing agreements entered into under this promotion prior to the effective date of the cancellation.

1. The promotion is limited to those select Konica Minolta Models currently available under this Contract
2. Title to the equipment will pass to the Customer upon the installation of the equipment. Risk of loss will shift to customer upon completion of installation by Konica Minolta's technician.
3. The customer may elect to make a single lump sum payment for the equipment under the terms of the contract or the customer may elect to make 36, 48, or 60 equal monthly payments, depending upon the promotion offered by Konica Minolta and the deferred payment plan term selected by the Customer (if multiple terms are offered). Payments for new installations herein are calculated by taking the contract purchase price and dividing the remainder by 36, 48, or 60 months, depending upon the term offered by Konica Minolta and the term selected by the customer. Under no circumstance will the sum of the payments for new installations exceed the contract purchase price.
4. Customer at the customer's expense agrees to keep the equipment under a Konica Minolta Maintenance and Supplies Contract with Konica Minolta 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 PT62485 for Printer.

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5. Monthly billing will consist of the monthly payment for equipment plus the 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.
 6. Customer may pay off 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 base payment.
 7. This is a Deferred Payment agreement. 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 Konica Minolta requests:

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.

Certification that the canceled Equipment to the extent permitted by law is not being replaced by equipment performing similar functions during the balance of the customer's current fiscal year.

Customer agrees to return the equipment to Konica Minolta in good working order and that the equipment will be free of all liens and encumbrances. Customer within 30 days of receipt of final invoice agrees to pay Konica Minolta all sums owed Konica Minolta under this agreement up to the point funding authority expires. Customer will then be released from their obligations to make any further payments to Konica Minolta (with Konica Minolta retaining all sums previously paid under this agreement).

8. The Customer by selecting the Deferred Payment Plan does not waive any rights under the State of New York Office of General Services Contract Award Notification PT62485 for Printers, with regard to the functionality, performance, and reliability of the product and all related services and supplies. Further, besides the terms and conditions hereof, no other terms and conditions shall have application to Customer's acquisitions of printers hereunder except for those found in OGS Contract Award Notification PT62485.

All other terms and conditions remain the same. Please mark all vouchers accordingly.



State of New York Printer Contract Deferred Payment Plan Product Availability

Here is the Model/Term matrix for your reference.

| Model | 36-Months | 48-Months | 60-Months |
|-----------------|------------------|------------------|------------------|
| bizhub PRO 1600 | Yes | yES | Yes |
| bizhub PRO 2000 | Yes | yES | Yes |
| bizhub PRO 2500 | Yes | Yes | Yes |

Updated August 3, 2009