

**Solicitation Number: RFP #030321****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Konica Minolta Business Solutions U.S.A., Inc., 1595 Spring Hill Road, Suite 410, Vienna, VA 22182 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories, and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 19, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and that all Vendor-branded equipment and products are free from defects in design, materials, and workmanship. Third-party branded equipment and products are covered exclusively by the terms of the third-party manufacturer's warranty. In addition, Vendor warrants that Vendor-branded equipment and products will perform in accordance with the manufacturer's specifications, and the services will be performed in a professional, workmanlike manner, in accordance with industry standards as described in the statement of work. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty and can be transferred will be passed on to the Participating Entity.

Vendor's entire liability for any warranty claim shall be for Vendor to repair or replace the defective Equipment and/or Products or re-perform the deficient Services, or, if Vendor fails to correct such defect or deficiency within thirty (30) days of notice of a claim, to void the invoice for the defective Equipment or Product or deficient Services. Vendor shall have no obligation with respect to a warranty claim (i) if notified of such claim more than thirty (30) days after the Product in question was delivered or the Services in question were first performed or (ii) if the claim is the result of third-party hardware or software failures, or the actions of Participating Entity or a third party. THIS SECTION SETS FORTH THE ONLY WARRANTIES MADE BY VENDOR. VENDOR HEREBY DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities

to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures made available to Vendor prior to the commencement of services, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an unfulfilled order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity and such breach continues for a period of 30 days after written notice and opportunity to cure.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;

- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcwell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcwell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcwell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcwell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

- A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract. Audits will be subject to reasonable conditions Vendor may impose to protect the confidentiality, integrity, and availability of its data and systems, will be conducted during Vendor's normal business hours, with reasonable advance written notice to Vendor, and with minimal disruption to Vendor's business.
- B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.
- C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.
- D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.
- E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.
- F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any third-party claims or causes of action, including reasonable attorneys' fees, for bodily injury, including death, or real or tangible property damage arising out of the performance of this Contract by the Vendor or its agents or employees to the extent caused by the negligence (or greater culpability) of Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Vendor's indemnification obligations under this section are conditioned upon

the indemnified party: (i) promptly notifying Vendor of any claim in writing; and, (ii) cooperating with Vendor in the defense of the claim.

Vendor is not liable to Sourcewell or Participating Entities under this Contract for any indirect, incidental, special, punitive, exemplary, or consequential damages (including, without limitation, damages for interruption of services, loss of business, loss of profits, loss of revenue, loss of data, or loss or increased expense of use), whether in an action in contract, warranty, tort (including, without limitation, negligence), or strict liability, even if the parties have been advised of the possibility of such liabilities.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws, except to the extent the violation of applicable patent or copyright laws was caused by Sourcewell, a Participating Entity, or a party under their direction or control. Vendor's indemnification obligations under this section are conditioned upon the indemnified party: (i) promptly notifying Vendor of any claim in writing; and, (ii) cooperating with Vendor in the defense of the claim.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default other than payment obligations, caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure (not less than 30 days) must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

- \$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Vendor agrees that renewal certificates must be provided within ten (10) days after inception of the renewal policies and will be issued by Vendor's insurance broker(s).

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to include Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the

procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5).

Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring

solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

Konica Minolta Business Solutions U.S.A., Inc.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer

DocuSigned by:
Kristen McKenna
By: 8AA1BAB6FBE54BB...
Kristen McKenna
Title: State and Cooperative Contract
Manager

Date: 4/19/2021 | 9:49 AM CDT

Date: 4/22/2021 | 10:31 AM EDT

App: DocuSigned by:
Chad Coauette
By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

Date: 4/22/2021 | 9:51 AM CDT

ATTACHMENT 3

RFP 030321 - Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories, and Services

Vendor Details

Company Name: Konica Minolta Business Solutions U.S.A., Inc.
Address: 1595 Spring Hill Rd
Suite 410
Vienna, VA 22182
Contact: Scott McCool
Email: smccool@kmbs.konicaminolta.us
Phone: 303-941-9746
HST#: 13-1921089

Submission Details

Created On: Tuesday January 12, 2021 09:39:32
Submitted On: Wednesday March 03, 2021 09:42:28
Submitted By: Nitzia Payne
Email: statebids@kmbs.konicaminolta.us
Transaction #: 213eada9-67f0-461c-8324-d5e04967ec9d
Submitter's IP Address: 100.15.33.218

ATTACHMENT 3**Specifications****Table 1: Proposer Identity & Authorized Representatives**

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Konica Minolta Business Solutions U.S.A., Inc. (Konica Minolta)
2	Proposer Address:	1595 Spring Hill Road, Suite 410, Vienna, VA 22182
3	Proposer website address:	http://kmbs.konicaminolta.us
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Kristen McKenna, State and Cooperative Contract Manager 1595 Spring Hill Road, Suite 410 Vienna, VA 22102 kristen.mckenna@kmbs.konicaminolta.us 703-760-3551
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kristen McKenna, State and Cooperative Contract Manager 1595 Spring Hill Road, Suite 410 Vienna, VA 22102 kristen.mckenna@kmbs.konicaminolta.us 703-760-3551
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Scott McCool Manager of National Cooperative Sales 1595 Spring Hill Road, Suite 410 Vienna, VA 22182 smccool@kmbs.konicaminolta.us 303-941-9746 Nitzia Payne State and Cooperative Contract Specialist 1595 Spring Hill Road, Suite 410 Vienna, VA 22182 npayne@kmbs.konicaminolta.us 703-637-1540

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>History of our Company It all began in 1873, when Rokusaburo Sugiura began selling photographic materials in Tokyo. By 1900, the company had developed its first camera. Japan's first plain paper copier was introduced in 1971. A merger of Konica and Minolta was accomplished in 2003, creating a corporate giant with wide-ranging expertise in digital, optical and electronic technology.</p> <p>In 2003, Konica Corporation and Minolta Co., Ltd., who had long fostered a relationship of mutual trust through partnerships in the field of business technologies, became one company through management integration with a view to increasing competitiveness and maximizing corporate values. The new company made a fresh start in October 2003 under a new corporate system comprised of a holding company, business companies and common function companies, following reorganization and integration of the business units within the group.</p> <p>In 2013, the group management system of our company reorganized and the company name changed to Konica Minolta, Inc. Konica Minolta U.S.A. Inc. is a subsidiary of Konica Minolta Inc. While Konica Minolta had maintained a holding company system since its inception in 2003, seven companies in the group were merged in April 2013 as part of a reorganization of the management system. Under this new structure, the company's trade name was changed to Konica Minolta, Inc.</p>

from Konica Minolta Holdings, which indicated a purpose for the reorganization. This reorganization aimed to accelerate various initiatives designed to increase corporate value by enhancing management capabilities in the Business Technologies Business, facilitating strategic and agile utilization of management resources, and building systems to support efficient operation.

KONICA MINOLTA TODAY

Konica Minolta is a leader in enterprise content management, technology optimization and cloud services. Our solutions help organizations improve their speed to market, manage technology costs, and facilitate the sharing of information to increase productivity.

Operating as a Complete Solution Provider, we hold and manage numerous contracts with top rated FORTUNE® 1000 Companies, as well as smaller and mid-sized corporations and businesses around the country. Konica Minolta is also a successful contractor to many federal, state and local public sector agencies. In support of our numerous public sector customers, we have a dedicated contract, sales and marketing office located near our Nation's Capital. We are continually recognized as an innovator in the Imaging Technology field, and as the industry benchmark for all customer support.

Konica Minolta sells and services the products we manufacture, ensuring we have the resources to properly support our customers in both the products we sell and the services we provide. By capitalizing on the financial strength of our \$10 billion organization, Konica Minolta possesses every capability necessary to become an effective and efficient business partner. We cultivate and maintain effective strategic partnerships with numerous solutions manufacturers, allowing us to present innovative and comprehensive programs that meet and, more often, exceed the expectations of client workgroup administrators.

Innovative Solutions to Give Shape to Ideas Operating as a Complete Solution Provider, we hold and manage numerous contracts with top rated FORTUNE® 1000 Companies, as well as smaller and mid-sized corporations and businesses around the country. Konica Minolta is also a successful contractor to many federal, state and local public sector agencies. We are continually recognized as an innovator in the Imaging Technology field, and an industry benchmark in customer support.

Our Philosophy and Core Values

The Creation of New Value

We believe in bringing the ideas of customers and society to life through innovation and contributing to the creation of a high-quality society. We're determined to be a company vital to humanity by providing exciting innovation that exceeds expectations. We're committed to being a company that stands firmly in the tracks of our values even in difficult times with a solid and quality business base, ensuring we remain courageous and ready to provide new value in the face of any challenge.

This is the reason Konica Minolta exists. And what guides everything we do as a company. It is our goal to identify the values that our customers and society as a whole, seek — and then do what we can do to meet those needs.

Vision - Possessing a mindset that drives us to best serve and improve the quality of society in all our activities, we are determined to become a company that is vital to global society by providing excitement that exceeds the expectations of all.

Our 6 Values are the essence of our innermost beliefs and define how we go about our business and act towards all our partners. They articulate what we stand for and direct our decision making.

- Open and Honest
- Customer-centric
- Innovative
- Passionate
- Inclusive and Collaborative
- Accountable

8 What are your company's expectations in the event of an award?

Konica Minolta expects to continue to provide Sourcewell with a contract scope that allows its clients to implement office technologies, software and services that support their digitalization and digital life cycle initiatives. As a current supplier with over \$20M of annual sales to participating agencies, this Sourcewell award will continue to be marketed as a powerful contract to achieve Konica Minolta's public sector goals.

ATTACHMENT 3

9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see attached past 3 years annual reports. BANK REFERENCE: Type of Account: Deposit Account No. 50227866 Bank of America – Connecticut 185 Asylum Street Hartford, CT 06103 Contact: Leslie Robertson – Vice President Phone: 860-952-7490 Fax: 860-952-7515	*
10	What is your US market share for the solutions that you are proposing?	Our multi-function printer A3 color market share is 17.4% and A3 black and white market share is 12.5%.	*
11	What is your Canadian market share for the solutions that you are proposing?	Konica Minolta can provide our solutions through our direct channels in Canada. We do not track market share for the proposed solutions in Canada.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	a. Not applicable. b. Our products and services are offered nationwide by more than 813 representatives at 125 direct sales locations. Moreover, 300+ authorized dealers with approximately 10,000 representatives cover all 50 states and understand the local markets where they sell, deliver and provide services. Each has relationships with the schools, local governments, universities, non-profits and other participating entities - many of which are current customers. Those relationships have greatly assisted in delivering our products and services of the previous Konica Minolta-held Sourcewell contract and will continue to do so for this award. Konica Minolta is committed to providing our mutual clients with a world-class service program that complements our advanced product line. Should Konica Minolta extend this contract to Canadian participating agencies, Konica Minolta covers most (may be limited in remote locations) of the territory through 12 direct branches and a 100+ dealer network.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Not applicable.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Konica Minolta has not had any contracts terminated by either party prior to the end of the contract term in the preceding ten (10) years to the best of our knowledge.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
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16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Industry Recognition</p> <p>Nikkei Environmental Management Survey Ranked #1 of 413 companies for the 2nd consecutive year in the 19th annual Nikkei Environmental Management Survey, an evaluation of sustainability initiatives in environmental and business management.</p> <p>Brand Keys #1 Brand for Customer Loyalty in the MFP Office Copier Market by Brand Keys for fourteen consecutive years</p> <p>Dow Jones Sustainability World Index DJSI World – ninth consecutive year DJSI Asia Pacific - twelfth consecutive year</p> <p>RobecoSAM Awarded Industry Leader for the second consecutive year Gold Class 2019; a global distinction for corporate sustainability, by RobecoSAM, an investment specialist focused exclusively on Sustainability Investing, based in Switzerland.</p> <p>Carbon Disclosure Project (CDP) Konica Minolta has secured a position on the Japan 500 Climate Disclosure Leadership Index (CDLI) for the fifth time, for disclosing extensive carbon emissions & energy data-exemplifying a high level of transparency.</p> <p>Product Recognition Buyers Laboratory LLC Awarded BLI 2021 A3 Line of The Year Award Awarded BLI 2021 Winter A3 Pick and Outstanding Achievement Awards</p> <p>Buyers Laboratory LLC All Covered, a Division of Konica Minolta was named the 2020-2021 Pacesetter for Managed IT Services.</p> <p>Buyers Laboratory LLC Awarded BLI 2021 Inaugural BLI Color Consistency Awards for A3 Device Families</p>
17	What percentage of your sales are to the governmental sector in the past three years	<p>For the 12-month periods ending July 2018, July 2019, and July 2020, the percent of Konica Minolta's Direct Channel business (excluding service) in the KMBS-defined Government sector accounted for 9.9%, 9.3%, and 10.6% of overall revenue respectively.</p>
18	What percentage of your sales are to the education sector in the past three years	<p>For the 12-month periods ending July 2018, July 2019, and July 2020, the percent of Konica Minolta's Direct Channel business (excluding service) in the Education sector accounted for 9.8%, 10.4%, and 8.8% of overall revenue respectively.</p>
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>AEPA</p> <ul style="list-style-type: none"> ● 2020 - \$21,908,242 ● 2019 - \$27,877,950 ● 2018 - \$32,353,669 <p>KPN Interactive White Boards</p> <ul style="list-style-type: none"> ● 2020 - \$99,078 ● 2019 - \$192,265 ● 2018 - \$288,824 <p>NASPO ValuePoint</p> <ul style="list-style-type: none"> ● 2020 - \$32,756,869 ● 2019 - \$30,768,495 ● 2018 - \$32,153,999 <p>Konica Minolta also currently holds a contract with Region 4 ESC, powered by OMNIA Partners for copiers and related products and services that was not effective until June 2020, as well as a KPN contract for security cameras that was awarded in January 2020.</p> <p>Region 4 ESC, powered by OMNIA Partners – 2020 – \$114,794</p> <p>KPN Security Cameras – 2020 – \$158, 164</p> <ul style="list-style-type: none"> ● 2020 - Konica Minolta currently holds 47 Statewide Contracts within the following States: <p>AZ, AR, AL, AK, CA, CO, CT, FL, HI, IA, KY, MD, MA, MI, MO, MS, NE, ND, NV, NM, NJ, NY, OH, OK, PA, SC, SD, TX, UT, VT, WA, WI</p> <p>Sales data is available upon request.</p>

20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GS-03F-135DA GS-25F-0030M (renewals only) <ul style="list-style-type: none"> ● 2018 - \$22,324,366 ● 2019 - \$22,964,615 ● 2020 - \$21,742,020
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Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
North Kansas City Schools	Stacy Swenson, Director of Purchasing	816-321-4450
Dallas College	Maria Garza, CASP, Senior Director – Purchasing Services	972-860-4009
City of Mission Viejo	Sherry Merrifield, Administrative Services Analyst	949-470-3059

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Various Public Sector Entities	Government	California - CA	MFPs, Printers, Solutions, ECM, Professional Services, MPS, Wide Format, 3D, Classroom, IT Services, Security Cameras, Managed Voice	Ranges from \$50 - \$2M	\$107,097,662
Various Public Sector Entities	Government	New York - NY	MFPs, Printers, Solutions, ECM, Professional Services, MPS, Wide Format, 3D, Classroom, IT Services, Security Cameras, Managed Voice	Ranges from \$50 - \$2M	\$71,828,160
Various Public Sector Entities	Government	Florida - FL	MFPs, Printers, Solutions, ECM, Professional Services, MPS, Wide Format, 3D, Classroom, IT Services, Security Cameras, Managed Voice	Ranges from \$50 - \$2M	\$58,173,158
Various Public Sector Entities	Government	Texas - TX	MFPs, Printers, Solutions, ECM, Professional Services, MPS, Wide Format, 3D, Classroom, IT Services, Security Cameras, Managed Voice	Ranges from \$50 - \$2M	\$51,393,073
Various Public Sector Entities	Government	Illinois - IL	MFPs, Printers, Solutions, ECM, Professional Services, MPS, Wide Format, 3D, Classroom, IT Services, Security Cameras, Managed Voice	Ranges from \$50 - \$2M	\$42,309,903

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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23	Sales force.	<p>Our products and services are offered nationwide by more than 125 direct branch sales locations, and by approximately 300 Konica Minolta authorized dealers. This network is responsible for both the sales and service of placed products and services. We have over 813 representatives nationally to support this contract with our direct branches, and over 10,000 authorized dealer employees. We maintain 12 national distribution centers, including a major distribution warehouse complex in Brooks, Kentucky, just minutes from a central UPS shipping hub, conveniently allowing us to serve the document production and management needs of client companies throughout North America in a minimum amount of time.</p> <p>Specific to the public sector vertical and this contract award, Konica Minolta employs a Public Sector Sales Team comprised of a National Director of Government Sales, Manager of National Cooperative Sales, 2 Regional Director of Government Sales, and 11 Government Account Managers. The Government Account Managers are responsible for all public sector sales including state, local, education and federal. These individuals work closely with our direct branches and dealers to educate them on the contracts and assist with participating agencies within their designated territories.</p> <p>The State Contracts Department is responsible for the overall management and compliance of all of our state and national cooperative contracts. Our contracts department manages over 54 state contracts nationally and its national cooperative contracts.</p>
24	Dealer network or other distribution methods.	<p>Konica Minolta is committed to providing participating agencies with a world-class service program that complements our advanced product line. We have gone to great lengths to establish a nationwide service program that is effective, simple to manage and efficient in delivering comprehensive service, while also achieving our overall goals of increased reliability and customer satisfaction. To meet these goals, Konica Minolta has invested vast resources into the development of a service maintenance and support program that is recognized by many experts as the best in the industry.</p> <p>All of our branches and dealers will sell and service in their assigned territories. They will be responsible for upholding all terms, conditions and pricing of the contract, and selling in a professional manner to all participating agencies. They will be responsible for installing equipment and training the clients on the use of the equipment. After installation, they will be responsible for service on the equipment installed. All Konica Minolta authorized dealers are contractually bound to uphold all pricing terms and conditions of Konica Minolta held contracts. Konica Minolta will hold quarterly meetings with our sales and servicing branches and dealers to discuss the contract, issues, sales progress and performance.</p> <p>We have included a list of all of our direct branches and authorized dealer locations that provide support from technical services to installation and training.</p>
25	Service force.	<p>Reliable, Centralized Service Dispatch Systems</p> <p>Konica Minolta's proposal to you includes a centralized service call request process that will ensure timely response to all service requests. While Konica Minolta utilizes a vast network of service providers, the service call process has been standardized, through the Konica Minolta's GCS (GLOBAL CLIENT SERVICES), located in our bizhub customer care centers in Oldsmar, Florida and Phoenix, Arizona. The GCS is staffed 24 hours a day, 365 days per year, with trained customer support professionals. They ensure each customer receives consistently high levels of service in a simple to manage manner. All your locations will be provided toll-free and web-based access to the GCS, in order to simplify the process of requesting service for your fleet. Users can initiate a service call either through the dedicated toll-free hotline or www.MyKMBS.com, our interactive fleet management site, from anywhere at any time.</p> <p>Upon receipt of a service request, a Customer Support Representative enters all machine and call related information into the Konica Minolta SAP-based Service Management system, which automatically creates a unique service ticket and immediately notifies the assigned Konica Minolta branch technician or Authorized Dealer dispatcher of a new service call. Within 1 hour of receipt of call, the technician or dispatcher will contact the requestor to confirm call receipt and provide an estimated time of arrival. Upon completion of all service calls, the technician "closes" the call in SAP, which gathers details regarding the call, including response time, machine volume and service issue for future reporting.</p>
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Every participating agency is unique. Order processes, shipping and installation will vary based on the client's specific needs. Your Konica Minolta Account Management Team will tailor an order process around how you conduct business, to make equipment acquisition as seamless as possible for all locations. Typically, the Major Account Management Team or local sales and service provider will first assist in analyzing the actual needs of the location and then recommend a right-sized solution for the environment. Order documents will then be prepared for either purchase or</p>

lease and submitted directly to your dedicated Major Account Manager. Once received, Konica Minolta or Dealer administrators will then process the order through our SAP-based operations system. Orders are usually entered into our system within 24 hours of receipt of proper order documentation. Within 10-14 business days, the order will be shipped from a Konica Minolta Regional Distribution Center to a staging area for pre-installation activities. The local Konica Minolta Administrator will then coordinate a delivery and installation schedule with the local end user location, our drivers will deliver on set date, a technician will follow within four hours after the delivery to install and our local trainer will call to schedule training. Orders for consumable supplies can be placed through our web-based fleet management tool, www.MyKMBS.com or by toll-free phone number.

Upon receipt of an order request from a client the Konica Minolta Major Account Representative will process the requested order as follows:

- Requested order is immediately input from the order- processing center through the Konica Minolta Corporate Order Entry System
- Within 24 hours an Order Number is generated against the order input
- Within 24 hours inventory is checked for availability at the Branch Servicing Center (BSC)
- Upon confirmation of inventory availability, a serial number is assigned to the order
- Upon assignment of serial number, the schedule ship date/delivery date is confirmed
- Upon shipping, an invoice number is immediately generated
- Upon shipping confirmation, the unit (s) is entered into the KM SAP System, which is the database/software that supports the Global Client Services (GCS). Upon entry into SAP, the unit(s) is immediately scheduled for technical setup at the customer location.

All of the order information from time of order input is tracked by the Konica Minolta branch administrator and assigned Konica Minolta Account Representative. The order entry system is an enterprise wide system offering available access from any KM desktop or networked laptop as well as remote dial up access.

Hours of operation

Konica Minolta's Direct branch employees will be available between the hours of 8-5. Additional assistance during normal business hours and after hours can be obtained through our Global Client Services (GCS). Konica Minolta's Global Client Services (GCS) is staffed 7 x 24 hours/day 365 days/year.

Problem identification and Resolution

Multiple Departments are involved with Business Process Flow for problem identification and resolution. These departments are-

Global Client Services (GCS) – Creates the Service Notification in SAP
 Printer Support – Works with Customer to Resolve or Escalate the Service Notification
 Service Operations – Provide Replacement Parts to Repair Equipment
 Branch / Dealer – On-site Service Support

The Printer Support Group will triage any issues with the following steps:
 "MOBILE" Service Notifications directed to Printer Support Routed via Contact to Advisor to triage the problem

If Problem Resolved – Close service notification in SAP
 If Problem Escalated – On site support required.

Printer Support works with customer to make sure problem is resolved to customer satisfaction.

Printer Support Advisor updates notes in SAP such as

- Describes Problem Resolution
- TAP (Telephone Assistance) Priority
- Updates SAP service notification information

Customer up and running – SAP updated and the service notification is closed.

Global Client Services

All calls regarding equipment, supplies, consumables, software solutions, and help desk support will go through our Konica Minolta Global Customer Support Center. Konica Minolta utilizes two centralized, service dispatch operations as part of our GCS, and they are located in Florida and Arizona. They manage all reporting for our services and follow-up calls. In addition, Konica Minolta accepts calls for the above services via the Internet, and at MyKMBS.com. The GCS has the capability to handle voice calls in English, French and Spanish as well as TTY capabilities for the hearing impaired.

We have 24 hours a day / 7 days a week ("24/7") support through our Global Client

Services. Our GCS is staffed 7x24 hours/day, 365 days / year. On normal staffing days, we have as many as 145 agents on the phones handling transactions. Our GCS contact information is 800-456-5664. The email is GCS@kmbs.konicaminolta.us and the fax is 800-967-0410. We understand that answering services, pagers and/or answering machines are not an acceptable means of communication for awarded Contractors. The GCS uses sophisticated staffing algorithms to determine the appropriate number of customer service agents required to handle call volumes. The staffing levels are based on historical information as well as predicted spikes or lulls due to business activity. For after hours, weekend and holiday coverage the GCS utilizes a minimal staffing level that meets our customer's business needs and requirements. During normal staffing days we have as many as 145 agents on the phones handling transactions.

The GCS tracks its call volume and utilizes skills based routing to ensure calls are routed to the appropriate agent. On a typical day during the business week, the GCS handles between 5,500 6,000 calls/day.

The GCS's average queue time for a service call is 25 - 30 seconds. The caller also is provided options for self-service applications using our telephony routing system as well as via the Internet.

Service call information is immediately and automatically transmitted to the field technician's hand held device as soon as the service notification is opened in Konica Minolta's service management system.

We will also utilize our Professional Services and Support Team. This team is comprised of:

1. Consultants and analysts who are dedicated to understanding the customer's enterprise print environment, and will provide leadership in the areas of assessment methodology development and planning, optimization/rationalization analysis and continued monitoring.
2. Architecture Design and Infrastructure Readiness Specialists who provide technical consulting services and prepare the customer to design, build and support the technical infrastructure for the recommended solution
3. Deployment Service Team that provide device deployment services to help drive fast and efficient installation activities
4. Technical Support Services who provide knowledge transfer to designated customer core team member through their insight into the functional process and technical workings of server and device side print software components.

bizhub MFDs:

- 1 hour guaranteed call back
- Minimum 95% average fleet uptime
- Guaranteed response times

bizhub Production Print

- 1 hour guaranteed call back
- Minimum 98% average fleet uptime
- Guaranteed response times

bizhub Printers

- Break/Fix-Trouble shooting via phone
- Next business day onsite service

Expert Support

Technicians

- Product Certified
- Certified on network and software applications
- Real time visibility into available stock
- Escalation support from engineers at Systems Solutions & Development (SSD)
- Continuous Training Program

Client Services Desk (option)

- Support for networked multifunctional peripherals, applications & IT environments
- Certified System Support Engineers available via Web-based & Toll-Free
- Certified Microsoft Partner
- Virtual Onsite Support (VOS) for remote updates & troubleshooting

MyKMBS

Konica Minolta offers participating agencies a unique web-based management-reporting tool, www.MyKMBS.com, which allows clients to quickly and easily manage the equipment in their fleet. MyKMBS offers the ability to place service calls and order supplies online, as well as run ad hoc fleet management reports, which include usage, uptime and other valuable data relevant to your fleet. The primary focus of MyKMBS.com is to provide clients with an on-line service management tool, designed to manage their equipment fleet more efficiently. Additionally, it provides an outlet for Konica Minolta to communicate with clients in a way never before possible. This site provides 24 hour a day, 7 days a week real-time access to all of your

equipment information needs, an offering only available through MyKMB.com. My MyKMBS.com is intended to provide Konica Minolta clients with a unique perspective into their account. This application allows the client to view pertinent, consolidated information that would normally be provided on a manual case-to-case basis. All information provided is real time and accurate information, which is linked directly to the Konica Minolta SAP operating system for seamless information flow. All reports include data on a rolling 90-day period, allowing our clients to view the most up to date information possible. In addition, all reports can easily be downloaded directly into Microsoft Excel, providing a simple method to sort and retain data. Available reports include:

General Fleet Information

- Provides an overview of the entire fleet, including equipment installation dates and service contract coverage dates.
- Fleet Uptime Performance
- Provides uptime and response time statistics for the entire fleet, including the average monthly copy volume and copies between calls.
- Equipment by Location
- A customized inventory report detailing the location of all machines.
- Open Service Calls
- View a list of all open service calls for the entire fleet, and monitor response times.

Konica Minolta also provides a 3 in 30 report, which creates a hot list of problematic machines should a particular unit require more than 3 legitimate service calls in a 30 day period. In such cases, the assigned Technical Manager is automatically alerted to escalate the service issue. Additionally all critical information of the account is turned RED on all display screens throughout the system until the issues have been resolved

Escalation Process

Konica Minolta has a multi-phase escalation process designed to determine the root cause of any failure to achieve service standards. This process is enforced to initiate corrective actions, ensuring that any service failures are promptly rectified, and service is returned to acceptable levels. We empower our people to deliver excellence in service day after day.

First Level Support:

All first level technical support will be provided by our factory trained and authorized Konica Minolta service technicians. Konica Minolta technicians will be available to provide on-site support to troubleshoot contract related hardware, software, and network issues. Each technician is fully trained in all aspects of the Konica Minolta products they service, and many have additional network certifications to provide complete support. In addition, all certified technicians maintain direct access to Konica Minolta's Technical Support Team to assist in troubleshooting and problem resolution.

Second Level Support:

The Konica Minolta Systems Solutions and Development Division (SSD) will provide second level support via direct communication with authorized technicians. The primary objective of the SSD is to provide technical and integration-support services to support the technical needs of participating agencies.

Upon receipt of inquiry, the SSD evaluates the data it receives to determine trends regarding service, reliability, operation, and safety. The data used comes from problems reported via the hotline, less urgent voice mail, internet, written communications from field personnel, field surveys, spare parts usage, and reports of on-site visits by Konica Minolta's personnel.

If a trend is observed, the matter is referred to the appropriate departments for manufacturing changes, field modification programs, and technical bulletins. Useful serviceability and reliability information collected from the above sources is immediately available to all authorized service technicians, ensuring they have ready access to all current data to assist in supporting the technical functionality of all equipment installed throughout our clients' sites.

Third Level Support:

If the SSD is unable to resolve the issue in conjunction with the local systems engineer, the open issue will escalate to Konica Minolta Professional Services (KMPS) for third level review.

KMPS is chartered to provide a full spectrum of services to customers in North and South America. These services range from consultation and project management to network design and integration. KMPS is also on-site support for complex issues or anomalies in conjunction with SSD. KMPS is staffed with engineers carrying various industry certifications including but not limited to MCSE / MCSA / CNE / MCNE /

		<p>CNI / CCNA / CDIA / SCO / Solaris / AS/400 System Manager) resulting to the issue is escalated to the applicable Konica Minolta engineer. Our engineers will respond on-site upon review of the issue with the required knowledge and expertise. Konica Minolta works with the SSD and on-site customer service personnel to isolate client needs, root cause and implement the required solution set.</p> <p>Advanced Communications: To facilitate the flow of information between Field Service Technicians and Product Engineering Experts, Konica Minolta has made a large investment in technology solutions for these key representatives. Service Technicians utilize wireless connected laptops and direct-connect cellular phones to instantly access information required to maintain our product. This investment ensures that our field technicians have instant connection capabilities to the full array of Konica Minolta corporate resources, promptly resolving all service issues.</p> <p>Incentive Programs The Pro-Tech Service Award recognizes Konica Minolta branches and dealers who have demonstrated an exceptional commitment to customer support and satisfaction. The Pro-Tech Service standard is challenging – and the evaluation procedure is rigorous and far-reaching. Konica Minolta is committed to assuring the highest performance standards across our organization. The Pro-Tech Service Award represents achievement of Konica Minolta's highest standards for branch and dealer service and proficiency. Every element of the service operation is scrutinized, including technical expertise, inventory control, dispatch systems, management skills and customer satisfaction. This rigid standard is the reason our Pro-Tech Award has become such a powerful symbol of dedication and proficiency. Attaining Pro-Tech certification and becoming a member of the elite Pro-Tech group is indeed an honor.</p> <p>How we assess Customer Satisfaction Customer satisfaction is measured using several key metrics that measure the most important elements of our performance from a customer's perspective. For one, customer satisfaction surveys are electronically presented to clients following implementation and periodically during contract with clients. Secondly, we use key performance indicators to measure our service response time such as: wait time in the KMBS Global Customer Support Center queue, first call back time, response time for a technician to arrive on-site, time to repair, uptime on a machine basis and a fleet basis, MCBF or mean copies (prints) between failures, utilization rates of the MFDs and printers, to name a few key measures. Other measures may be added based on agreed to SLAs.</p>	
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	The ability and willingness to provide products and services to participating agencies in the United States is evidenced in our annual revenue within the public sector and success through other Sourcewell contracts we hold. Our Public Sector Sales Team will continue to be supported by the teams within over 120 branch and 300 dealer locations. The combination of expertise in public sector sales and the scope of this contract will result in a successful partnership for any participating agency.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Konica Minolta can provide our products and services through our direct channels in Canada. If awarded, KMBS will coordinate with our Canadian teams to facilitate contract sales where possible.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Konica Minolta is able to fully support Sourcewell nationwide with a majority of our proposed offerings. Certain items may be limited to specific markets.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	All MFD's included in this proposal are delivered FOB Destination, delivered to the customer's requested location within the 48 contiguous states and the District of Columbia. Any orders OCONUS (Outside the Continental US) deliveries are offered on an Open Market FOB Origin basis. If premium routing is requested, the additional charge shall be added as a separate item to KMBS' invoice on an Open Market basis. Prices do not include the cost of special equipment or rigging needed for delivery to the customer requested location.	*

Table 7: Marketing Plan

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Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Konica Minolta's strength in marketing the Sourcewell contract will come from our direct branches and expansive dealer network. Our direct sales teams and dealers cover all 50 states and understand the local markets that they sell, deliver and provide services. They have relationships with the schools, local governments, universities, non-profits and other qualified entities, many of which are current customers. Those relationships will greatly assist in our continued promotion of the Sourcewell contract.</p> <p>Konica Minolta will continue to utilize our corporate marketing department to deploy our Sourcewell marketing strategy. Marketing initiatives will include the following:</p> <ul style="list-style-type: none"> ● Internal Email Campaign to Channel Sales Teams – In order to create awareness and expertise to the Sourcewell contract, Konica Minolta will create an internal email campaign that will highlight the benefits of Sourcewell's contract for all participating agencies and for the individual sales reps. The campaign will also spotlight product updates, success stories and the addition of field resource materials. ● Konica Minolta - Sourcewell Website – Konica Minolta will continue to maintain a customer-facing website for contract information, pricing catalogs, product information and sales contact information. The website will be used to post contract updates and other customer marketing materials. ● Marketing Materials – Konica Minolta will update and maintain contract-specific marketing materials highlighting Konica Minolta and Sourcewell's partnership and benefits to public sector clients. These materials may be customized and made available to Sourcewell for use in Sourcewell marketing publications. We will also co-brand Konica Minolta brochures and sell sheets that will provide features and benefits of Sourcewell and Konica Minolta products that are available on Sourcewell's Contract. ● Email Campaign– Konica Minolta will use our public sector database to run email campaigns that will continually bring the Konica Minolta products and services available on the Sourcewell contract to current and prospective customers. ● National Conferences and Trade Shows – Konica Minolta will attend government and education procurement conferences and trade shows to showcase our offerings and to promote the Sourcewell contract. Konica Minolta will attend shows like NIGP, ASBO, NAEP, ISTE and any other shows that Sourcewell recommends. Our dealers and branches also attend the many local conferences and expos in their markets to showcase Konica Minolta products, the Sourcewell contract and their local sales teams. <p>Sample marketing materials have been included (Email Campaign, Marketing Flyer)</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Konica Minolta uses various forms of technology in marketing internally and externally to clients.</p> <p>Internal - We use Konica Minolta's Learning Group to conduct a Government Sales Learn Track that sales teams are assigned. It covers the fundamentals for selling to government and how to discuss cooperative contracts with government buyers and business managers. Additionally, we have created a learn track to include materials about Sourcewell and will update that material to cover this contract re-award.</p> <p>Sales teams also have access to our internal Government Portal which is located on a website available to all Konica Minolta employees. Available on this site are internal newsletters that share success stories, sales strategies and Konica Minolta related news. We will use this platform to announce the award of the Sourcewell Contract and any other relevant news.</p> <p>Konica Minolta's direct channel uses Brainshark to provide a 20-30 minute sales overview on a monthly basis. On this recorded overview, we will announce the Sourcewell award and provide a short overview of the Sourcewell benefits that we will be introducing to our public sector customers and prospects.</p> <p>Our direct sales force uses a CRM system to collect customer data and uses it in the sales process. That data can also be used in marketing to those prospects using a variety of tools within the system to include email campaigns as previously mentioned in our marketing plan.</p> <p>External - Konica Minolta uses social media platforms such as Facebook, Twitter, LinkedIn, YouTube, Pinterest, Instagram and Flickr to provide followers information. These platforms will be used to announce a Sourcewell contract award. We also use industry publications to make announcements and promote Konica Minolta and its partners.</p> <p>Konica Minolta has also created the web series GovTV, which includes interviews of industry experts on government solutions. These interviews will be posted on Konica Minolta's YouTube channel. All of the solutions discussed will be available via the Sourcewell Contract.</p> <p>As previously mentioned, Konica Minolta will maintain a public website for this Sourcewell contract and our other Sourcewell contracts to put information at the fingertips of clients and prospects.</p>

34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Konica Minolta's Public Sector Team believes that a strong partnership with Sourcewell will continue to provide an opportunity to collaborate on marketing efforts which will result in mutual success. We would request a marketing strategy meeting with our Sourcewell Contract Manager upon award to learn the best practices of Sourcewell and its most successful vendors for this contract. Below are some of the items that Konica Minolta would look to Sourcewell for help in promoting our contract.</p> <ul style="list-style-type: none"> • Member Communication of Award – Upon award, we would request Sourcewell's resources to launch Konica Minolta's contract award. This could be done via a live introduction webinar at the Sourcewell office and other mediums that Sourcewell would recommend. • Konica Minolta Updates – Konica Minolta would utilize Sourcewell's resources to update clients on the addition of products and/or services or any other contract related information. • Customer Engagements – Konica Minolta would request assistance from Sourcewell on participating agency engagements including answering client questions, prospective client meetings, contract validation discussions and any other contract related engagements that require Sourcewell assistance to move an opportunity forward. • Konica Minolta Training – We would request assistance with Regional and Local Sales Meetings to share Sourcewell's cooperative contract talk track and benefits in your words. On occasion, we would ask that Sourcewell be involved in specific branch meetings that are focused on a specific market or participating agency engagement. Some meetings will be in person, but many times a webinar or conference call would suffice. • Sourcewell Member Product Showcases – We like to showcase our industry-leading technology to captive audiences. In doing so, we can introduce innovative ideas to Sourcewell clients that can transform their work environments or reduce their costs. We would request Sourcewell's assistance in inviting members to view Konica Minolta's Product Showcases which could be webinars or, on occasion, demonstrations using Sourcewell or Konica Minolta video productions. • Email/Direct Mail Introduction of Konica Minolta to Sourcewell Membership – With Sourcewell's assistance, Konica Minolta would request access to a membership list with email addresses and /or mailing addresses to introduce Konica Minolta technologies to the Sourcewell membership and provide information on what we have to offer via the Sourcewell contract. The membership list would also be used of other Sourcewell approved communications such as product announcements, product showcase invitations or other exciting updates. <p>Our vertically assigned branch sales teams have well established sales processes that include a cooperative contract sales track. Our Sourcewell training will provide them the information they need to market the Sourcewell contract's benefits and scope of solutions to current and prospective customers. Materials will be made readily available to the sales teams so they can actively promote Sourcewell in their everyday sales processes.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>No. Konica Minolta does not have an e-procurement ordering process. Currently, we have a dedicated website for Sourcewell members to view product specifications and awarded pricing. Due to the complexity of configuring products, solutions and services we do not offer punch out capability for contracts of this nature.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Training is a standard offering at no additional charge. There are instances where advanced or specialized training may be requested by a client. In such cases, these types of training may be chargeable.</p> <p>Konica Minolta firmly believes that proper user training is the cornerstone of any successful program and is standard at no additional charge. By ensuring that users are properly trained to operate our equipment, as well as utilize the advanced features to simplify document workflow procedures and increase efficiency, Konica Minolta increases the satisfaction of our users. To meet this goal, Konica Minolta offers in-depth client user training upon installation of all new MFP equipment. These training courses consist of a general overview of the features of the machine, a review of available document processes, such as finishing, scanning and other options, instruction on how to maintain the unit, such as clearing simple paper jams and adding toner, and training on how to place service calls and collect meter reads. Konica Minolta views user training as an ongoing process and is committed to providing follow-up training throughout the course of our relationship, at no additional charge to ensure all users are comfortable with the installed fleet of Konica Minolta equipment.</p> <p>For production print equipment, wide format, specialty products, managed services and applications solutions there are advanced user functions and implementations requirements that require additional specialized training. Advanced training on these functions may be chargeable.</p>

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37	Describe any technological advances that your proposed products or services offer.	<p>Konica Minolta is reshaping and revolutionizing the Workplace of the Future with its expansive smart office product portfolio from IT Services (All Covered), ECM, Managed Print Services and industrial and commercial print solutions.</p> <p>Konica Minolta continually invests in Research and Development to strengthen our brand value and the value provided to our customers and society. We are fostering meaningful innovation, developing new technologies and growing creative ideas, through thought leadership, that deliver significant change for millions of people.</p> <p>Konica Minolta, while remaining dedicated to developing new products, enhancing our lineup in workgroup MFPs and production print devices, we customize our offering portfolio to our client's specific sectors and business categories.</p> <p>Our next generation of models will continue to focus on the MFP not just as a printer/copier/scanner, but as part of an integral part of an information management system. We will drive future growth in our print production portfolio, including markets such as industrial inkjet, label printing, and marketing automation. We will feature the next generation of 3D models that will provide our customers access to additive manufacturing solutions, complementing and expanding their capabilities through our complete product and services portfolio.</p> <p>Our philosophy, "The Creation of New Value" guides us to provide more value to our clients by transforming into a digital organization while continually delivering a best in class experience to our clients.</p>
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Based on our Philosophy and Vision, Konica Minolta has created an environmental policy that is reducing the environmental impact of every business process we conduct resulting in new social and economic value. Protecting our planet is a top priority of our leaders and employees. Our broad array of environmental initiatives include eliminating pollutants, reducing energy consumption and creating products and solutions that help our customers realize their own sustainability goals. We strive to assist our customers and are enabling them to construct their own environmental plans for becoming kinder to the environment. Our approach contributes to creating shared value (CSV) for environmental improvement with our customers, sharing ideas to improve and enhance everyone's environmental activities.</p> <p>Konica Minolta's environmental initiatives are listed below.</p> <ul style="list-style-type: none"> • EcoVision 2050 • Solar Energy Initiatives • Earth Friendly Products • IH Fixing Technology • Clean Planet Recycling • Simitri® HDE Polymerized Toner • PET Plastics • ICE-u Technology • OLED Lighting • Green Factory Certification System • Green Product Certification System • Green Marketing <p>Our strategic and extensive development of these initiatives have achieved acclaim as being some of the best in the world, having the number one position in the overall manufacturing sector of the Nikkei Environmental Management Survey as well as receiving first-tier ratings in international CSR and SRI assessments.</p> <p>EPEAT®, which is managed by the Green Electronics Council, has been a comprehensive environmental rating that helps identify greener computers and other electronic equipment since 2006. Imaging equipment was added as a new product category in 2013. It ranks products as gold, silver or bronze based on fifty nine environmental performance criteria considering life cycle of imaging equipment.</p> <p>Green Products Certification System is our own unique system for evaluating and certifying products with superior environmental performance. To date, all of our sites have achieved a 12 percent reduction in CO2 emissions per unit of production.</p> <p>PET Plastics is our newly developed polymer allow recycled PET that overcomes the disadvantages of conventional PET plastic, such as fragility, low fire—resistance and difficulties in injection molding. This plant-based bioplastic offers low environmental impact, using less petroleum-based resources and emitting less CO2 during its lifecycle than petroleum-based plastic.</p> <p>IH Fixing Technology is an Induction Heating (IH) fixing technology that reduces poor consumption during the MFP fixing process resulting in a shorter warm-up time. It automatically cuts off residual fixing heat when no print jobs are taking place, contributing to energy savings.</p> <p>Alternative Energy can be found at our US headquarters in Ramsey, NJ, where we installed a 967,000 kWh solar energy system consisting of 3,498 240-watt solar panels. Based on EPA standards, our system produces enough energy to power more than 80 homes for one year or offset the greenhouse gas emissions produced by 132 passenger vehicles.</p>

39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>We are proud that Konica Minolta products meet or exceed the requirements of the world's most widely recognized certifications. When you choose our products, you can rest assured that you are making environmentally conscious decisions while maintaining high quality, performance and reliability.</p> <p>Nikkei Environmental Management Survey: Ranked #1 of 413 companies for the 2nd consecutive year in the 19th annual Nikkei Environmental Management Survey, an evaluation of sustainability initiatives in environmental and business management.</p> <p>Blue Angle: Launched in Germany in 1978 as the world's first environmental labelling system, the Blue Angle is awarded to products and services that have a smaller environmental impact. Since receiving the world's first Blue Angle certification in the field of copiers in January 1992, Konica Minolta has continued to receive certification for new products by clearing the certification bar each time it has been raised.</p> <p>Dow Jones Sustainability World Index: Highest Score in Economic and Environmental Dimensions in the Sector</p> <p>ECO LEAF Labelling: The ECO LEAF labelling provides information on the environmental impact of a product, based on quantitative measurement of the environmental performance through the product's entire life cycle, from raw material procurement to production, sales, usage, disposal, and recycling. Konica Minolta provides environmental impact data relating to its office equipment through the ECO LEAF.</p> <p>ENERGY STAR: Products that meet certain standards can be registered as ENERGY STAR devices as part of an energy saving program for office equipment. Implemented in 1995 through an agreement between the Japanese and US governments, the international program has expanded with the participation of the EU, Canada, Australia, New Zealand, Taiwan and other countries. Konica Minolta joined the ENERGY STAR program early on, and most of our products now fulfill the ENERGY STAR requirements.</p> <p>EPEAT®: Managed by the Green Electronics Council, EPEAT® has been a comprehensive environmental rating that helps identify greener computers and other electronic e equipment since 2006. Imaging equipment was added as a new product category in 2013. It ranks products as gold, silver or bronze based on fifty nine environmental performance criteria considering life cycle of imaging equipment. Learn more about EPEAT® certification here. We have attached our EPEAT® Environmental Disclosures with our response.</p> <p>EcoLogo: North America's most widely recognized and respected environmental certification program. Launched by the Canadian Federal Government in 1988, EcoLogo has grown to serve buyers and sellers of green products throughout Canada, the United States, and around the world.</p> <p>RoHS2 & Declaration of Conformity: Effective since July 2006 on the European market, the RoHS Directive (Restriction of Hazardous Substances) was superseded in January 2013 by the new RoHS 2 Directive, which integrates RoHS 2 into the Declaration of Conformity. As a result, the CE mark now covers RoHS 2 Compliance and replaces the former 'RoHS 2' and not only avoids the listed substances in the RoHS-designated products but has discontinued the use of these substances in all office products.</p> <p>Eco Mark: The Eco Mark program is operated by the Japan Environment Association (JEA), founded in 1989. Products displaying the Eco Mark symbol are certified as being useful for environmental preservation.</p>
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40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>While Konica Minolta is not a small, minority or woman owned business enterprise, we are committed to the sourcing of materials and services from suppliers who are at least 51% owned and operated by one of the following categories or ethnicity's:</p> <ul style="list-style-type: none"> • Small Disadvantaged Businesses • Minority-owned businesses • Women-owned businesses • Disabled-owned businesses • Veteran-owned businesses • LGBT businesses <p>In all aspects of our purchasing and performance we encourage the utilization of Minority, Women Owned, and Disadvantaged business enterprises. On many contracts, Konica Minolta utilizes these enterprises to support the lease financing, delivery and service maintenance needs of our devices.</p> <p>Additionally, our Strategic Alliance program works to establish partners or teams with companies that have minority or hub zone certification both on a State and Federal level to pursue both public sector and private sector business opportunities. The Strategic Alliance program allows Konica Minolta to form partnerships with the following minority certifications (Women Owned, African American Owned, Veteran Owned, Asian American Owned, Native owned and Hispanic American Owned) in support of opportunities within specific geographies or in support of specific contracts. Partnerships are based on the needs of the specific opportunity, statement of work, partner's useful business function in overall solution, financial viability, contract requirements and customer need / preference. Once a partner is selected, a teaming agreement is drafted which is primarily governed by the statement of work associated with the opportunity. Konica Minolta can provide specific examples of some of our partnerships upon request.</p>
41	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	<p>While Konica Minolta is typically perceived as an MFP/printer vendor, the company has made considerable progress in repositioning itself as a managed services company that delivers workplace solutions. Thus Konica Minolta's product evolution involves a continuum of products and services including hardware, managed services, and business process automation integrated into an Intelligent Connected Workplace.</p> <p>Konica Minolta's transformation strategy is focused on helping customers realize this workplace vision. The Intelligent Connected Workplace means using state-of-the-art technologies to connect people with intelligently analyzed data, identify and address customers' expanding needs, and manufacture high-quality products. This vision follows various stages of maturity where an evolutionary level of security is provided at each step. It starts with customers that are locked into paper processes (stage 0) to various levels of connectedness (IT to work to people) to achieve a fully optimized workplace.</p> <p>Konica Minolta is an industry leader due to our consistent growth in technology offerings. Our expansion of our overall product and services portfolio has been fueled by acquisition, organic growth and focused corporate strategy. We offer solutions in the areas of IT Services, Enterprise Content Management, and Specialty Products such as 3D printers, Managed Print Services, Work Smart Technology, Interactive Classroom Technology and Production Print Products and Services.</p> <p>Our experience provides definitive ways for our customers to optimize their business environments:</p> <ul style="list-style-type: none"> • Centralized procurement concept with "print less" specifications • Industry leading recycling program • Industry leading security features in MFP product line • Automation of toner management (automation of processes with no manual intervention) • Reduction in internal efforts • Significant and sustained reduction in costs • Provision of user-appropriate, standardized, and secure output service • Ensuring a high level device efficiency • Attainment of a high level of user satisfaction thanks to ease-of-use • Development of central and automated management of the entire output infrastructure with transparency • As little product diversification as possible • Central administration, major relief for product support team (first-level support) <p>Our Managed Print Service methodology combines consultancy, implementation and management services. We align your business outcomes to develop executable strategies and improvement plans. Desired business outcome planning is based on business operation, workflow processes, precise statistics, integration requirements and current to future state cost reduction opportunity. This concept rests on three core activities, Consult-Implement-Manage, with each comprised of three key components:</p> <ul style="list-style-type: none"> • Consult - capture, analyze, optimize • Implement - project, change, inform & train • Manage - operate, monitor, improve <p>Operating as a complete solution provider, we embrace our history in innovation and our investments in future technologies to continually evolve and remain focused on the management of the entire information lifecycle across various industries. In the United States, our products, solutions and services are offered by more than 125 direct sales</p>

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locations and authorized dealers.

Innovative Solutions to Give Shape to Ideas
 Konica Minolta utilizes our expertise and proprietary technologies we have amassed over the decades; to solve problems, improve productivity and more. Through our innovative efforts, we are committed to giving shape to our customers' ideas, by offering our technologies and innovative solutions which are the driving force behind the creation of new value for our customers.

Key differentiators from those of our competitors:

- ✓ Service Focused - Customized service solutions to optimize workflow by tailoring solutions to meet the unique needs of each customer.
 - Mobility: Innovation
 - Enable a mobile workforce to connect securely, communicate and collaborate. Ensures the added flexibility to utilize multiple network devices.
 - Technology Optimization: Cost Controls
 - Transform your network to deliver the best value for the lowest costs while transitioning to the next generation of technology.
 - Security and Compliance: Data Regulations
 - Secure your systems and data against internal and external threats, Ensure your organization meets current and future compliance regulations.
 - Content Management: Productivity
 - Enterprise content management enables information to move seamlessly throughout your organization, allowing you to get more done in less time.
- ✓ Integrated Hardware and Service Solutions to support the design and implementation of complete solutions for document creation, production and management.
 - Managed Print Services (MPS)
 - A fully customized solution that can assess a document and print environment, optimize document workflow, and reduce maintenance costs to improve document output.
 - We have included our MPS site agreement in our bid response. The MPS site agreement is required with all MPS transactions.
 - IT Services
 - All Covered, a division of Konica Minolta, is a leading provider of IT services. Engineers provide your organization with customized IT support to ensure that your IT infrastructure operates optimally.
 - We have included our Master Services Agreement (MSA), and the applicable Managed IT Supplement (MITS), in our bid response. The MSA and MITS are required with all IT transactions.
 - Digital Solutions Center
 - A single point of contact, staffed by system engineers to help you achieve maximum productivity from your networked multifunctional peripherals and applications.
 - Enterprise Content Management (ECM)
 - Design, deploy and support an ECM strategy customized for your business—a strategy that organizes your information, optimizes your printing, manages your infrastructure and controls your costs.
 - We have included our Master Services Agreement (MSA), and the applicable ECM supplement, in our bid response. The MSA and supplement are required with all ECM transactions.
 - bEST Developer Support Program
 - Offers a comprehensive support infrastructure designed to help streamline your development efforts.
- ✓ Unified Product Approach designed to create consistency and efficiency across product lines.
- ✓ Intuitive bizhub MarketPlace Applications for a new dimension in multifunctional productivity. Download apps that give you direct access to personal or professional information, streamline workflow, improve productivity and enhance user experience.
- ✓ Business Innovative Centers (BIC) launched in five major regions around the world to initiate, support and manage new business and technology in responding to regional customer needs and market development.
- ✓ EcoVision 2050 is a long-term environmental vision to fulfill our commitment, as a global corporation, to a sustainable earth and society. (Established in 2009)

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
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42	Do your warranties cover all products, parts, and labor?	Yes. Konica Minolta offers our Customer One Guarantee "It Works or It Walks" We are so confident in the quality of our products that we guarantee your Konica Minolta MFP will (1) meet factory specifications and (2) be compatible with your network, or we'll replace it with an equivalent model: • First two years: replacement will be a brand new MFP • After two years: replacement may be new or refurbished • Plus, Konica Minolta will also provide a \$1,000 credit towards your next Konica Minolta MFP as a way to say "we're sorry for the inconvenience" Please see attached copy of our Customer One Guarantee 3rd Party Products - significant failure must be determined by an onsite, Konica Minolta Service representative. The Customer One Guarantee does not apply to these Products.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No, although we do not impose usage limits or restrictions in our warranty agreement, we do provide recommended volume levels for various devices through "right sizing" to ensure the device functions properly within our recommended specifications.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes. However, for remote locations where devices are outside of a fifty (50) mile radius from a support location, an additional charge may apply.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Konica Minolta will provide service including warranty repairs throughout all fifty states. However, some remote areas may require a longer response time than normal.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	These warranties are typically passed on to the original equipment manufacturer.	*
47	What are your proposed exchange and return programs and policies?	Konica Minolta offers our Customer One Guarantee- "It Works or It Walks" We are so confident in the quality of our products that we guarantee your Konica Minolta MFP will (1) meet factory specifications and (2) be compatible with your network, or we'll replace it with an equivalent model: • First two years: replacement will be a brand new MFP • After two years: replacement may be new or refurbished • Plus, Konica Minolta will also provide a \$1,000 credit towards your next Konica Minolta MFP as a way to say "we're sorry for the inconvenience" Please see attached copy of our Customer One Guarantee 3rd Party Products - significant failure must be determined by an onsite, Konica Minolta Service representative. The Customer One Guarantee does not apply to these Products.	*
48	Describe any service contract options for the items included in your proposal.	Konica Minolta will offer Sourcewell members various service contract offerings: • Cost-per-copy with no minimums • Monthly Rate with minimum and overages (this method helps with budgeting and will be customized based on customers' needs at time of quote) • Pooled (Aggregate) billing • Flat rate service programs- On a case by case basis we offer this type of program based on the customer's needs. • At the end of the first year of a Sourcewell contract maintenance agreement and once each successive 12-month period, KMBS and our authorized dealers may increase the maintenance base and usage charges. The annual increase in the maintenance and base usage charges will not exceed 11%. • All 11" x 17" prints/copies will be charged for 2 clicks. • Legacy Equipment- Konica Minolta may provide Maintenance Agreements on any Equipment that is owned, leased, or rented through previous Sourcewell contracts or that were procured via any other means. Our direct branches and network of authorized dealers will work the Sourcewell client to ensure that the member's needs are met. We have included our Standard Maintenance Agreement, along with our Service Level Agreement (SLA) in our bid response. These terms and conditions apply to all service transactions.	*

Table 10: Payment Terms and Financing Options

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Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Net 30 days
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	<p>Konica Minolta has several financing options we can offer Sourcewell members:</p> <p>Konica Minolta Premier Finance (USA) We administer financing through our Konica Minolta Premier Finance (KMPF) program. KMPF is the private label leasing program of Konica Minolta. We hold a portion of the transactions we originate internally as leases and rentals. The balance of our transactions are billed and collected by a wide variety of financial services partners from large banks to specialty services providers. Any transaction that we assign, only the rights, title and interest in the equipment portion of a lease payment pass to a partner, with all other contractual obligations remaining with KMBS. All transactions are governed by extensive Operating Agreements designed to protect our customers and ensure a world-class customer experience.</p> <p>Through these financing programs, we can offer the following suite of Finance Solutions:</p> <ol style="list-style-type: none"> 1. Fair Market Value Lease – 24-60 month terms (applicable only to Hardware Financing) 2. Dollar Buyout Leases - 24-60 month terms (applicable only to Hardware Financing) 3. * True Municipal Finance Programs – 24 - 60 month terms <ul style="list-style-type: none"> • Minimum transaction size \$20,000 and the customer must qualify 4. Software Only Finance Program – 24 - 60 month term 5.* Purchase Order Only Lease Program (ancillary documents may be required). <p>* Customer Must Qualify</p> <p>Details on Purchase Order Only Program are provided below:</p> <p>Purchase Order only transactions: The following language must be incorporated into the members or participating entity's purchase order:</p> <p>This purchase order incorporates the terms and conditions of the Konica Minolta Sourcewell Contract No. 030321-kon specifically those financing terms from the Financing Agreement referenced in Table 10, attached to Contract as Exhibit A and Exhibit A-1 as set forth in https://kmbs.konicaminolta.us/kmbs/microsites/sourcewell contract for full terms and conditions that govern and control financing transactions which we have read and expressly agree to be bound by, as the controlling terms over any preprinted terms stated on this purchase order.</p> <p>We have included our KMPF Finance Agreements in our bid response. The KMPF Finance agreements are separate and standalone agreements. In event of any conflicts among the terms or conditions of the Sourcewell RFP #030321 and/or Contract regarding the financing of any Equipment, Product or Services (as defined in RFP 030321 Section II.B.), the Financing Agreement terms shall control.</p> <p>Konica Minolta has also partnered with NCL Government Capital ("NCL"), who is a current Sourcewell financing contract holder (#011620-NCL). By using NCL's Sourcewell contract for the financing and Konica Minolta's contract for the MFD, the customer receives a turnkey solution and the entire project has satisfied their bid laws. NCL will offer leasing terms from 12-72 months on transactions from \$15,000.00 and up. Programs will be offered with both Tax Exempt Municipal Lease Purchase agreements as well as traditional FMV and \$1.00 Purchase Options.</p> <p>Konica Minolta Premier Finance Canada We administer financing through our KMPF program. Konica Minolta Premier Finance is the private label leasing program of Konica Minolta Business Canada Solutions (Canada) Ltd. Our transactions are billed and collected by a wide variety of financial services partners from large banks to specialty services providers. Any transaction that we assign, only the rights, title and interest in the equipment portion of a lease payment pass to a partner, with all other contractual obligations remaining with KMBS. All transactions are governed by extensive Operating Agreements designed to protect our customers and ensure a world-class customer</p>

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		<p>experience. Through the KMPF program, we can offer the following suite of Finance Solutions: 1. Fair Market Value Lease – 24-60 month terms 2. Dollar Buyout Leases - 24-60 month terms 3. Software Only Finance Program – 24-60 month term</p>
<p>51</p>	<p>Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.</p>	<p>Order Process All ordering and sales reporting will be provided directly by Konica Minolta, our KMPF finance partners, and/or NCL under a resulting contract. Konica Minolta establishes a Master Agreement ("MA") in SAP at time of award, which represents the complete contractual relationship between Konica Minolta and a customer or group of related customers. This MA # directly correlates to the issued contract number.</p> <p>Order documents are prepared for either purchase or lease and submitted directly to the assigned dedicated Account Management Team. The order department will then process the order through our SAP-based operations system against the assigned MA number, once orders are processed the transactions data automatically flows through our SAP-based operating system.</p> <p>Upon receipt of an order request from a client the Konica Minolta Account Representative will process the requested order as follows: 1. Requested order is immediately input from the order-processing center through the Konica Minolta Corporate Order Entry System 2. Within 24 hours an Order Number is generated against the order input 3. Within 24 hours inventory is checked for availability at the Branch Servicing Center 4. If applicable, upon confirmation of inventory availability, a serial number is assigned to the order 5. Upon generation of software licenses, customers are provided a copy of the software licenses via email 6. 48 hours after licenses being distributed, the invoice number is generated 7. Upon software license distribution, the Konica Minolta Professional Services Team will schedule for implementation as required</p> <p>Quarterly Sales Reporting Konica Minolta is currently an awarded vendor on two (2) Sourcewell contracts (MFD's and Unified Communications), which has given us experience using the preferred contract sales template. The data captured in our SAP-based operating system provides a wide array of information related to each transaction. Using a tool connected to SAP we run our sales reports based on the required criteria on Sourcewell's contract template. Should we receive an award under the resulting contract, Sourcewell will continue to receive timely and accurate reports from Konica Minolta. All ordering and sales reporting will be provided directly by Konica Minolta and/or our KMPF finance partners under a resulting contract.</p>
<p>52</p>	<p>Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?</p>	<p>Konica Minolta readily accepts and supports the use of procurement cards for ordering hardware and chargeable supplies. For purchases, there is no additional cost to Sourcewell Members. For leases, there is a nominal upcharge in the lease rate factor when a p-card is utilized. P-card payment for leases is not available in Canada.</p>

ATTACHMENT 3**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Konica Minolta is providing Sourcewell, and participating entities, product category discounts from MSRP in our proposal. We have provided our pricing schedule in detail on the attached excel file (including MSRP, SKU's, and Sourcewell discounted price). In addition, spot discount pricing based on specific opportunities is also available. In Canada prices will be converted to Canadian Dollars in the month in which the quote is provided to Customer according to the average exchange rate between U.S. Dollars and Canadian Dollars over the preceding ninety (90) days as published on www.oanda.com . Such converted pricing will be valid for sixty (60) days from the issuance of the quote and will be readjusted, if necessary, if any order is not executed within such sixty (60) day validity period.
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Konica Minolta MFD Main Unit Hardware Range – (55%-69%) Konica Minolta Printers Hardware Range – (35%-54%) Konica Minolta Accessories Range – 25%-30% Consumables – 0% - 10% 3rd Party Products (interactive technology products, wide format printers, 3D Printers, professional services, (software, scanners, etc.) Range 0%-38%
55	Describe any quantity or volume discounts or rebate programs that you offer.	Konica Minolta will look at each opportunity on a case-by-case basis, and will offer spot discounting based on the customer's needs, and the competitiveness of that particular market.
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Depending on the product or service that was needed, if it fell within the scope of the Sourcewell contract, we would first attempt to get the item added to the contract. If for some reason the client needed it right away or we were not able to add it, Konica Minolta will offer them an open market price, which is typically a discount from MSRP. Depending on the product or service, the client may have to sign our KMBS standard terms and conditions for the open market items. OCONUS deliveries are offered on an Open Market FOB Origin basis. If premium routing is requested, the additional charge shall be added as a separate item to KMBS' invoice on an Open Market basis. This will be quoted at time of request.
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	We have listed pricing for the following on our price list: <ul style="list-style-type: none"> • Installation • Training • Professional Services • Delivery to remote areas of Alaska and Hawaii (case by case) • Delivery • Hard Drive Sanitation and Removal • Relocation/Moves are open market • For Software and Services all items are identified individually on our price list.
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Some of our 3rd party products require that we charge for delivery (size, weight, complexity). These charges are indicated on our price list.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Any orders OCONUS (Outside the Continental US) deliveries are offered on an Open Market FOB Origin basis. If premium routing is requested, the additional charge shall be added as a separate item to KMBS' invoice on an Open Market basis.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Konica Minolta has included all of our standard delivery and installation methods in our proposal. However, in the past, we have utilized very unique abilities in the past to provide critical services, for example; Installation with cranes, and deliveries to very remote areas via snowmobiles, bush pilots and ferries. Although rare, we are committed to thinking outside the box and exhausting every method needed to meet the needs of our customers.

ATTACHMENT 3**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	d. other than what the Proposer typically offers (please describe).	Similar as the Proposer typically offers to cooperative procurement organizations, or state purchasing departments.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell.	<p>Konica Minolta uses a customized version of SAP that will enable us to assign a specific internal Master Agreement number for the Sourcwell contract. The master agreement will represent the complete contractual relationship between KMBS and Sourcwell, including terms and conditions and pricing information. We will also be able to use the master agreement number to pull all billing activity for reporting and payment of any administrative fees.</p> <p>Master Agreement, orders and administrative fee payment and reporting will be managed by our KMBS Direct Administration team.</p> <p>Additionally, we are subject to JSOX procedures that ensure thorough checks and balances and periodic audits to confirm that appropriate terms and conditions and pricing have been approved and are correctly loaded to the master agreement. Japan's Financial Instruments and Exchange Law is considered the Japanese version of Sarbanes-Oxley (SOX). The J-SOX compliance law introduces strict rules for the internal control of financial reporting in order to protect investors by improving the accuracy and reliability of corporate disclosures.</p> <p>Konica Minolta has a Business Intelligence Resource group that handles our sales reporting. We have dedicated individuals that handle all of our public sector contract sales reporting. They are very familiar with the process, and understand the importance of keeping Konica Minolta in compliance with our contracts. The State and Cooperative Contract Manager, Kristen McKenna, has overall responsibility for the day to day contract compliance, as well as the sales reporting and remittance of all rebates. We ensure that reports and rebates are submitted timely to our public sector customers.</p>
63	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Konica Minolta proposes a standard administrative fee payable to Sourcwell as follows: 2% on all hardware sales. Additionally, due to the competitive nature of large opportunities, we propose a reduction of the administrative fee to 1% for opportunities where the hardware sale is above \$250,000.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
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64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Konica Minolta is proposing an all-encompassing solution that will not only meet the objectives of Sourcwell's request, but will exceed them by forming a relationship that will institute a methodology of continual savings, optimization, and growth. We are proposing to continue to act as your business partner, not simply an equipment supplier.</p> <p>We are offering Sourcwell and its members solutions in the areas of MFD's, IT Services, Enterprise Content Management, Document Workflow Solutions, Specialty Products such as 3D printers, Wide Format and Scanners, Managed Print Services, Facilities Management, Work Smart Technology, Interactive Classroom Technology and Production Print Products and Services. All of our proposed products and service to Sourcwell meet and/or exceed industry standards.</p>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Office Multi-function Printers (MFP's) – Konica Minolta's award-winning bizhub multifunction printers speed up output and streamline workflows with multifunctional productivity — printing, copying and scanning with simple on-screen control, seamless software integration and all the options you need for right-size scalability in any business or professional application.</p> <p>Printers – Konica Minolta printers offer a wide range of print solutions for any-size business, giving customers the document solution that best fits their needs — and allowing them to replace legacy desktop devices with fast, cost-efficient, networkable printers that speed output, improve image quality and help keep ahead of rising workloads.</p> <p>Production/Specialty Printers and Finishing Equipment – Konica Minolta bizhub PRESS and bizhub PRO equipment leads the industry in digital print production performance — with revolutionary color image quality, ultra-high-speed B&W output, pro-quality inline and offline finishing options to meet any job specs, and purpose-built to keep pace with rising workloads.</p> <p>Wide Format Printers – Konica Minolta wide format printers provide superior solutions for viewing and printing wide-format engineering drawings, public-works documents and more — with fast output, simple operation, superior image quality in both color and B&W, and scalable configurations to meet the needs of both headquarters and field operations.</p> <p>3D Printers - 3D professional printing brings ideas to life. Konica Minolta provides dramatic 3D printing that communicates user's best designs and ideas, quickly and accurately.</p> <p>Scanners – Konica Minolta's Scanner Portfolio offers a range of desktop scanners for general office and production environments, as well as microfilm and book scanners - bringing information into the digital era to streamline workflows.</p> <p>Enterprise Content Management Software and Services - Konica Minolta's Enterprise Content Management (ECM) services and document management solutions allow for better capture, retrieval and retention of data, and then houses it all in one central, online repository either on premise or offsite – or both. Now, with digital content all in one place, customers benefit from a tailored solution that integrates seamlessly with their existing systems. They will experience accelerated information flow, increased staff productivity and reduced costs from processes that will be significantly more productive.</p> <p>Application Software – Konica Minolta provides software that can be integrated with our hardware offerings to solve business problems that exist in the public sector. The software solutions include options for cost recovery, document management, automated workflow, business process automation, mobility and security and compliance.</p> <p>Interactive Technology Products, Software and Services – Konica Minolta's advance portfolio of interactive technology solutions provide a digital means for data capture and analytics as well as providing of new ways of communicating through interactive solutions.</p> <p>Enterprise Print Management Services – Konica Minolta's Enterprise Print Management Services are defined by our three pillars: Technology, Management Services and IT Services. These pillars represent a complete portfolio of solutions and services that are designed to address your print strategy at the office, production and external print resource level. Below are the services Konica Minolta provides:</p> <ul style="list-style-type: none"> • Managed Print Services - Konica Minolta's Managed Print Services program helps government organizations identify the right devices at the right locations, while more effectively managing their print environments. A properly designed print management program monitors the printing behaviors of staff and identifies actual printing needs, thereby eliminating wasteful printing practices. A well-executed print management strategy can save money, reduce environmental waste, free up IT resources and extend the useable life of printing devices. All of this adds up to huge savings for our customers. • Facilities Management - Konica Minolta's Facilities Management is an extensive program that can reduce costs and implement best business practices throughout your organization — from staffing to technologies — and across all aspects, including managing your flow of information to moving hard copy and electronic documents to their final destinations. We ensure the smooth operation of your business so you can focus on its performance. We help you optimize your operations and control operating costs. And we offer solutions for managing

change. It's all about providing a smarter way to manage your business and bring you confidently into the workplace of the future. Konica Minolta provides on-site resources services and advanced document imaging technologies to manage non-core functions of your business. Our Managed Office Services include Secure Mail Distribution and Management, On-Site and Off-Site Production Centers, Centralized Copy/Print Center Staffing, Creative Design Services, MFP Fleet Management, Reception and Security, Shipping and Receiving, Hospitality and Conference Room Management.

- IT Services - To complement our award-winning document systems and workflow solutions, Konica Minolta helps government leaders meet the challenges of today's fast-moving environment with a range of IT Services—comprehensive support programs and capabilities that can be customized to an agency's needs. Help desk, application services, cloud services, managed IT and more—IT Services from Konica Minolta does it all, increasing productivity without adding personnel to the payroll.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
66	Copiers	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
67	Printers	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
68	Multi-function devices	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
69	Hardware, software, supplies, consumables, and related accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
70	Managed Print Services (MPS) solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
71	Related services	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A

Table 15: Industry Specific Questions

Line Item	Question	Response *
72	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Konica Minolta's Public Sector Team understands that the award of a national cooperative contract does not end its process. We are constantly evaluating contracts within our cooperative contract portfolio to understand the strengths and weaknesses with each. As such among our internal metrics are the following examples:</p> <ul style="list-style-type: none"> Monthly Revenue: Revenue reporting provides the guidance to evaluate the strengths and weaknesses of our use of the national cooperative contract. This information allows us to pivot with the field sales organization to advance the contract within specific participating entity sectors. Campaign ROI: Our Customer Relationship Management tool allows us to assign identifications to marketing campaigns. We use this detail to analyze the success of prospecting and conversion to sales. This ROI information allows use to address regions that are underperforming in their effort and develop best practices where region have found success.
73	Describe shipping and delivery options available to participating entities.	<p>We have included delivery on all of our Konica Minolta core products. However, some of our 3rd party products require that we charge for delivery (size, weight, complexity). These charges are indicated on our price list.</p> <p>We maintain warehouses throughout the United States, ensuring timely delivery of all devices and supplies. As an experienced integrated software provider, we are familiar with the requirements of our customers to have a complete unit, ready for use upon installation of the equipment. Konica Minolta makes all reasonable efforts to comply with the timeframes outlined in our response. Products in stock can typically be delivered within 10-14 business days, but we guarantee delivery within 30 business days ARO. We will develop a mutually acceptable delivery schedule with the Sourcewell participating agency, at time of order.</p>

74	Describe your applicable quality control/chain of custody protocols related to delivery of genuine and authentic equipment, parts, and supplies.	<p>Konica Minolta has established a quality assurance system. It is striving to improve its ability to resolve market quality problems that are related to the safety of products and services and is working to avoid serious accidents and reduce quality problems.</p> <p>Konica Minolta regularly holds quality meetings to discuss product safety and other quality-related issues and work to continuously improve quality by thoroughly implementing the PDCA cycle.</p> <p>For example, twice a month the Quality Assurance Division of the Business Technologies Business holds a Quality Council attended by those in charge of development, procurement, production, and customer support. They work to solve cross-functional quality problems and improve the quality management system as a united team. Established at this council was the Double Quality Assurance System in which, in addition to self-assessments performed by those in charge of the development and production processes, evaluations are implemented from the unique perspective of the Quality Assurance Division. Since its start in April 2011, this system has greatly enhanced the quality management system.</p> <p>MFPs and laser printers used in offices must be designed so that misuse and break-downs do not cause electric shocks, smoking, or injuries to users. For this reason, Konica Minolta has established independent product safety standards that exceed the requirements of the legal standards and have rules requiring the detailed check of every aspect of its products. Past quality problems are thoroughly analyzed, the causes are identified, and measures to deal with the problems are investigated. The results of this process are reflected in updated product safety standards. Continuous implementation of this process prevents the recurrence of quality-related problems and prevents new problems from arising.</p> <p>Konica Minolta is committed to establishing and monitoring quality processes and procedures in all areas of our company. Quality in our products is established through a thorough testing, performed by our Compliance Engineers, as are all of the products received from our parent company for distribution in the United States. This team performs laboratory and field level tests on all components and software tools for each machine to ensure compliance with our high standards.</p> <p>With 125 Corporate Sales Offices and approximately 300 Authorized Dealers nationwide, all fully supported by Konica Minolta Service and Technical experts, the Konica Minolta service model ensures that our customers receive the same high level of service, compliant with Konica Minolta's prescribed standards, consistently across all locations.</p> <p>Whether or not subcontractors are used and, if so, the quality control measures used to ensure acceptable subcontractor performance.</p> <p>Below is an excerpt from our Dealer Agreement that all of our Authorized Dealers must sign before accepting any of our equipment for delivery, installation, and service.</p> <p>Service and Maintenance - Dealer shall provide, in accordance with KMBS' service policy contained in KMBS' technical procedures, prompt, efficient and correct installation, service and maintenance to End-Users for all Products sold by Dealer, and as may be required, for any National or Major Account service which has been assigned to Dealer by KMBS as set forth in Paragraph 22 hereof, and for any Products which are tendered for service by an End-User at a location within the Territory. Dealer shall adhere to KMBS' installation and service policies and procedures as set by KMBS from time to time.</p> <p>KMBS Supplies and Spare Parts - For purposes of servicing End-Users, Dealer agrees to stock an appropriate amount of parts at each Authorized Location in such quantities as are necessary to provide adequate service and maintenance for the Products. Dealer recognizes that End-Users rely on KMBS quality and, to the degree practicable, Dealer will use only KMBS Supplies and Spare Parts.</p> <p>Service Training - Dealer understands and agrees that having knowledgeable and trained sales and service personnel is vital to properly servicing KMBS customers and growing sales in the Territory. Dealer must be service trained by KMBS for each Authorized Location and the requisite number of Dealer's service technicians, for each Authorized Location with respect to Dealer's field population of Products, must complete the service school to KMBS' standards. Training may be provided in such place as KMBS may deem appropriate at Dealer's sole cost and expense.</p> <p>Service Records - Dealer shall maintain a service history with respect to each placement by Dealer of Product and all other service records as may be required by KMBS procedures. During normal business hours and upon reasonable notice KMBS may inspect Dealer's service facilities and service records for the Products. KMBS will maintain the confidentiality of Dealer's service records and use such information solely to identify problems with Products or for Product improvement purposes.</p>
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Exceptions to Terms, Conditions, or Specifications Form

ATTACHMENT 3

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Proposer's Affidavit**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

ATTACHMENT 3

- c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Kristen McKenna, State and Cooperative Contract Manager, Konica Minolta Business Solutions U.S.A. Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_9_Copiers_Printers_MFD_RFP_030321 Tue February 23 2021 03:05 PM	<input checked="" type="checkbox"/>	1
Addendum_8_Copiers_Printers_MFD_RFP_030321 Mon February 22 2021 02:20 PM	<input checked="" type="checkbox"/>	1
Addendum_7_Copiers_Printers_MFD_RFP_030321 Thu February 18 2021 01:00 PM	<input checked="" type="checkbox"/>	1
Addendum_6_Copiers_Printers_MFD_RFP_030321 Wed February 17 2021 09:23 AM	<input checked="" type="checkbox"/>	1
Addendum_5_Copiers_Printers_MFD_RFP_030321 Fri February 12 2021 07:58 AM	<input checked="" type="checkbox"/>	1
Addendum_4_Copiers_Printers_MFD_RFP_030321 Wed February 10 2021 11:12 AM	<input checked="" type="checkbox"/>	2
Addendum_3_Copiers_Printers_MFD_RFP_030321 Sun January 24 2021 06:07 PM	<input checked="" type="checkbox"/>	3
Addendum_2_RFP_030321_Copiers_Printers_MFD_RFP_030321 Tue January 19 2021 09:07 AM	<input checked="" type="checkbox"/>	1
Addendum_1_RFP_030321_Copiers_Printers_MFD_RFP_030321 Thu January 14 2021 10:07 AM	<input checked="" type="checkbox"/>	1

**AMENDMENT #1
TO
CONTRACT # 030321-KON**

THIS AMENDMENT is by and between **Sourcewell** and **Konica Minolta Business Solutions U.S.A., Inc.** (Vendor).

Sourcewell awarded a contract to Vendor to provide Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories, and Services to Sourcewell and its Participating Entities, effective April 22, 2021, through April 19, 2025 (Contract).

The parties wish to amend the following terms within the Contract.

1. This Amendment is effective upon the date of the last signature below.
2. Attachment A, Line 50 is amended to add the following offering below; and Exhibits B and B-1 are attached and included in this Amendment:

Purchase Order only transaction. The following language must be incorporated into the member or participating entity’s purchase order when ordering *Advantage Lease* (hardware with maintenance included):

This purchase order incorporates the terms and conditions of the Konica Minolta Sourcewell Contract No. 030321-kon specifically those financing terms from the Financing Agreement referenced in Attachment A Table 10, attached as Exhibit B and Exhibit B-1 as set forth in <https://kmbs.konicaminolta.us/kmbs/microsites/sourcewell> contract for full terms and conditions that govern and control financing transactions which we have read and expressly agree to be bound by, as the controlling terms over any preprinted terms stated on this purchase order.

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
Jeremy Schwartz, C0FD2A139D06489... ement Officer

Date: 9/14/2021 | 9:39 AM CDT

Approved:

DocuSigned by:
By: Chad Coquette
Chad Coquette, 7E42B8F817A64CC... Director/CEO

Date: 9/14/2021 | 9:52 AM CDT

**Konica Minolta
Business Solutions U.S.A., Inc.**

DocuSigned by:
By: Kristen McKenna
Kristen McKenna, 8AA1BAB6FBE54BB...

Title: Director, Government Contracts

Date: 9/14/2021 | 9:48 AM EDT

**SOURCEWELL AND
KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.
ADOPTION AGREEMENT**

This Adoption Agreement is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 U.S.A. (Sourcewell) and **Konica Minolta Business Solutions U.S.A., Inc.**, 1595 Spring Hill Road, Suite 410, Vienna, VA (Konica Minolta).

Sourcewell and Konica Minolta are parties to the Contract bearing Contract number 030321-KON, effective April 22, 2021 (Contract), pursuant to which Konica Minolta provides equipment, products, or services to Sourcewell Participating Entities in the United States. Konica Minolta wishes to adopt the Contract for sales in Canada and Sourcewell agrees to such adoption in Canada.

1. **TERM OF ADOPTION AGREEMENT**

The Adoption Agreement is effective upon the date of the final signature below. The Term of the Adoption Agreement will be the same as the term of the Contract. If the Contract terminates for any reason or expires, the Adoption Agreement will terminate or expire at the same time.

2. **ADOPTION OF CONTRACT**

Sourcewell and Konica Minolta enter into this Adoption Agreement, which incorporates by reference the terms and conditions of the Contract, and modifies the terms and conditions of the Contract only as provided herein. For purposes of this Adoption Agreement, Konica Minolta Canada will be considered "Vendor" under the Contract.

- A. **Ratification.** Except as set forth in this Adoption Agreement, the Contract is hereby ratified and confirmed and except as modified by this Adoption Agreement, all terms and conditions are hereby incorporated by reference and remain in full force and effect with the same force and effect as if the full text were presented in its entirety.
- B. **Conflict.** In the event of any conflict between the terms of the Contract, any previous or future amendment(s) and this Adoption Agreement, this Adoption Agreement will control.

3. **PROVISIONS OF THE ADOPTION AGREEMENT**

The following changes to the Contract are applicable to all equipment, products, or services in Canada:

- A. All acquisitions made by Sourcewell Participating Entities under the Agreement in Canada will be delivered and invoiced by Konica Minolta's Canadian affiliate, Konica Minolta Business Solutions (Canada) Ltd. with an address at 5875 Explorer Drive, Mississauga,

Ontario L4W 0E1.

- B. Customer will be invoiced for the sale of Products and related Services in Canada in Canadian Dollars as follows:
1. Prices will be converted to Canadian Dollars every calendar quarter (Jan-March, April-June, July-Sept, Oct-Dec) and will be valid for that period. Exchange rates will be provided to the Customer according to the average exchange rate between U.S. Dollars and Canadian Dollars over the preceding 90 days as published on www.oanda.com.
 2. All taxes for the acquisition of Products and related Services procured in Canada will be assessed in accordance with the applicable Canadian local, provincial, and federal laws and regulations.
 3. Standard Services will be provided during normal business hours, from 8:30 am to 5:00 pm (local time), Monday through Friday, exclusive of core Canadian federal and provincial holidays observed by the local Konica Minolta affiliate. Pricing for extended coverage Services will be quoted upon request.
 4. Should Customer elect to lease hardware, the lease will be governed by separate and stand-alone lease agreement(s), and local Konica Minolta affiliate will liaise between Customer and local Konica Minolta's finance partner.

Except as modified herein, the Contract remains in full force and effect, and the parties hereby ratify the Contract as amended herein and agree to be bound by its terms with respect to the equipment, products, or services in Canada as contemplated by this Adoption Agreement.

Sourcewell

Konica Minolta Business Solutions U.S.A., Inc.

DocuSigned by:
 By: Jeremy Schwartz
C0FD2A139D06489...
 Jeremy Schwartz

DocuSigned by:
 By: Kristen McKenna
8AA1BAB6FB54BB
 Printed Name: KRISTEN McKenna

Title: Chief Procurement Officer

Title: Director, Government Contracts

Date: 8/25/2022 | 8:40 PM CDT

Date: 8/25/2022 | 4:26 PM EDT

Approved:
 DocuSigned by:
 By: Chad Coquette
7E42B8F817A64CC...
 Chad Coquette

Title: Executive Director/CEO

Date: 8/25/2022 | 8:55 PM CDT