

#### **MASTER AGREEMENT #112124**

CATEGORY: Copiers, Printers, and Multi-Function Devices with Related Supplies,
Accessories, and Services
SUPPLIER: Konica Minolta Business Solutions U.S.A., Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 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 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

# Article 1: General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) Participating Entity Access. Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

v052824

- Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.
- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on January 10, 2029, unless it is cancelled or extended as defined in this Agreement.
  - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
  - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (Solicitation #112124) to Participating Entities. In-Scope solutions include:
  - a) Copiers, printers, scanners, and multi-function devices for the purpose of print, specialty print, duplication, reproduction, or imaging of documents or material across a broad range of output formats, qualities, and sizes, in a variety of device capabilities, such as mobile, desktop, and production units, and black and white or color format;
  - b) Proposers may offer hardware, software, and accessories, to the extent that they are complementary and directly related to the solutions described in 7)a above;
  - c) Services related to the solutions described in 7)a b) above, including managed print services (MPS), access or security controls, networking, installation, monitoring or testing, maintenance or repair, and warranty programs. However, this solicitation should NOT be construed to include MPS-only or service-only solutions.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

#### 13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- Supplier Warrants. Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and that all Supplier-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, Supplier warrants that Supplier-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. Supplier'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 Supplier's warranty and can be transferred will be passed on to the Participating Entity.

Supplier's entire liability for any warranty claim shall be for Supplier to repair or replace the defective Equipment and/or Products or re-perform the deficient Services, or, if Supplier 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. Supplier 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 SUPPLIER. SUPPLIER HEREBY

- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier 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 any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

- 16) Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200). Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement 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 have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
  - i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.
  - ii) 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. Supplier must comply with all applicable Davis-Bacon Act provisions.
  - iii) 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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

- 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. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.
- v) 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). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.
- vi) **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. Supplier 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.
- vii) BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers 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. Suppliers 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

- viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier 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.
- ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier 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.
- x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier 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.
- xi) ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) 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.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.
- xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.
- xix) PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.
- xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

# Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) Authorized Sellers. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
  - Identify the applicable Sourcewell Agreement number;
  - Clearly specify the requested change;
  - Provide sufficient detail to justify the requested change;
  - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

 Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

- 3) Authorized Representative. Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
  - Maintenance and management of this Agreement;
  - Timely response to all Sourcewell and Participating Entity inquiries; and
  - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) Sales Reporting Required. Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- 7) Administrative Fee. In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) Fee Remittance. Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) Audit Requirements. Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell. All audits will be subject to reasonable conditions Supplier may impose to protect the confidentiality, integrity, and availability of its data and systems, will be conducted during Supplier's normal business hours, with reasonable advance written notice to Supplier, and with minimal disruption to Supplier's business.
- 12) Assignment, Transfer, and Administrative Changes. Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by a party to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) Indemnification. Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any third-party claims or causes of action, including reasonable attorneys' fees incurred by Sourcewell, for bodily injury, including death, or real or tangible property damage, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees to the extent caused by the negligence (or greater culpability) of Supplier 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 design, condition, or performance of Included Solutions under this Agreement to the extent the Included Solutions has been used according to its specifications. Supplier's indemnification obligations under this section are conditioned upon the indemnified party: (i) promptly notifying Supplier of any claim in writing; and, (ii) cooperating with Supplier in the defense of the claim. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. Supplier is not liable to Sourcewell or Participating Entities under this Agreement 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.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) Grant of License.
  - a) During the term of this Agreement:
    - i) Supplier Promotion. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
    - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional

v052824

materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

# c) Use; Quality Control.

- i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
- d) **Termination.** Upon the termination of this Agreement 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 suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:
  - a) **Commercial General Liability Insurance.** Supplier 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,

v052824

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 Agreement.

- \$1,500,000 each occurrence Bodily Injury and Property Damage
- \$1,500,000 Personal and Advertising Injury
- \$2,000,000 aggregate for products liability-completed operations
- \$2,000,000 general aggregate
- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. 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 provided to in an alternative manner as directed by Sourcewell. Supplier agrees that the renewal certificates shall be provided within ten (10) days after the inception of the renewal policies and shall be provided by Supplier's insurance broker(s). The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
- c) Additional Insured Endorsement and Primary and Non-contributory Insurance Clause. Supplier agrees to include Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. 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. Supplier 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 Agreement or other insurance applicable to the Supplier 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 Supplier or its subcontractors. Where permitted by law, Supplier 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 Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days

in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

# Article 3: Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) Shipping, Delivery, Acceptance, Rejection, and Warranty. Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) Additional Terms and Conditions Permitted. Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute

resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

- 7) 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.
- 8) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 9) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

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

By: Signed by:

Survey Suwarty

COFD2A139D06489...

Jeremy Schwartz
Title: Chief Procurement Officer

Date: \_\_\_\_\_\_\_ 5:35 AM CST

By: \_\_\_\_\_8AA1BAB6FBE54BB...
Kristen McKenna

Title: Director, Government Contracts

1/8/2025 | 4:51 PM EST Date:

kristen Mckenna

# RFP 112124 - Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories, and Services

#### **Vendor Details**

Company Name: Konica Minolta Business Solutions U.S.A., Inc.

1595 Spring Hill Rd

Address: Suite 410

Vienna, VA 22182

Contact: Sunny Kim

Email: statebids@kmbs.konicaminolta.us

Phone: 703-760-3588 HST#: 13-1921089

#### **Submission Details**

Created On: Friday October 04, 2024 08:36:01
Submitted On: Thursday November 21, 2024 11:58:39

Submitted By: Sunny Kim

Email: statebids@kmbs.konicaminolta.us

Transaction #: 1505dac2-244b-4544-99f6-cacf7e06e70a

Submitter's IP Address: 4.79.27.162

#### **Specifications**

#### Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Konica Minolta Business Solutions U.S.A., Inc. ("Konica Minolta")
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y *
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	SymQuest is a wholly owned subsidiary of Konica Minolta Business Solutions U.S.A., Inc, who may perform delivery within their geographic area.
	Provide your CAGE code or Unique Entity Identifier (SAM):	UEI: QKYFZQL5VZ32
5	Provide your NAICS code applicable to Solutions proposed.	325992, 333249, 532420, 561439, 5324, 3333, 3341, 5182, 5612, 3332, 5191, 3231, 423420, 811212, 238210, 333244, 334111, 334118, 334210, 339942, 423430, 493190, 519120, 532420
6	Proposer Physical Address:	1595 Spring Hill Road, Suite 410, Vienna, VA 22182
7	Proposer website address (or addresses):	http://kmbs.konicaminolta.us *
	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):	Kristen McKenna Director, Government Contracts 1595 Spring Hill Road, Suite 410 Vienna, VA 22182 kristen.mckenna@kmbs.konicaminolta.us 703-760-3551
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kristen McKenna Director, Government Contracts 1595 Spring Hill Road, Suite 410 Vienna, VA 22182 kristen.mckenna@kmbs.konicaminolta.us 703-760-3551
	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Desiree Zuccaro Government Contracts Manager 1595 Spring Hill Road, Suite 410 Vienna, VA 22182 dzuccaro@kmbs.konicaminolta.us 703-760-3583
		Sunny Kim State and Cooperative Contract Specialist 1595 Spring Hill Road, Suite 410 Vienna, VA 22182 sunny.kim@kmbs.konicaminolta.us 703-760-3588

#### Table 2A: Financial Viability and Marketplace Success (50 Points)

Line	Question	Response *	
Item		·	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Konica Minolta's journey started over 150 years ago, with a vision to see and do things differently. We innovate for the good of society and the world. The same purpose that kept us moving then keeps us moving now. 150 years is just the start.  Konica Minolta Business Solutions U.S.A., Inc., is a private corporation wholly owned by Konica Minolta Holdings U.S.A., Inc., a subsidiary of Konica Minolta Inc., headquartered and established in Japan in 1873. As a global organization, we have approximately 40,000 employees worldwide and are located in over 150 countries.  Our extensive portfolio of products, services, and solutions embraces our history of innovation while investing in game-changing technologies and leading-edge resources that will provide Sourcewell members with a return on investment as it relates to improved workflows for greater collaboration and productivity, increased efficiency, and heightened security.  KONICA MINOLTA HISTORY  1873 - Konica Founded  2003 - Merger of Konica Minolta > Konica Minolta Holdings Inc.  2009 - Began offering and providing Managed Print Services  2013 - Konica Minolta Holdings Inc. merged with 7 group companies > Konica Minolta Inc.  2019 - REACT Video Solution Services Division Established  Philosophy  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 are determined to be 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 providing exciting innovation that exceeds everyone's expectations. We are 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 custom
12	What are your company's expectations in the	Passionate     Accountable  Konica Minolta is well-positioned to continue its partnership with Sourcewell, offering a superpolar partnership and a settlement of the sett
	event of an award?	comprehensive contract scope that empowers clients to implement cutting-edge office technologies, software, and services. These solutions are designed to support their digitalization efforts and manage the entire digital life cycle. As a longstanding sourcewell supplier with over \$25 million in annual sales to participating members, Konica Minolta will leverage this Sourcewell award to further its public sector objectives. This contract will be promoted as a robust tool to help achieve these goals.
13	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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Konica Minolta Business Solutions U.S.A., Inc. is a private \$2B corporation and is wholly owned by Konica Minolta Holdings U.S.A. Inc., a subsidiary of Konica Minolta Inc. headquartered in Japan, a \$7.4B corporation, of which 51.1% is represented in Digital Workplace Business. The following is our Dun & Bradstreet D-U-N-S® number for Konica Minolta Business Solutions USA, Inc.: 06-124-0565.  We have included a Dun and Bradstreet report, as well as the past three years annual reports and audited financial reports for Konica Minolta.
14	What is your US market share for the Solutions that you are proposing?	Our multi-function printer A3 color North American (USA and Canada) market share is 15%, and our A3 black and white market share is 12%.
		For the 12-month fiscal year period ending March 2024, the percentage of total Konica Minolta Business Solutions U.S.A., Inc.'s business that is considered 'Digital Workplace' accounts for 15.6% of overall revenue.
15	What is your Canadian market share for the Solutions that you are proposing?	Currently, Konica Minolta does not track our USA and Canadian market share separately. Please see response to Question 14 with our combined North American market share totals.

16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Konica Minolta has not been involved in any bankruptcy proceedings.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).  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?	b) Our products and services are offered nationwide by more than 813 representatives at 100+ direct sales locations. Moreover, 260+ 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 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 under 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.  Additionally, Konica Minolta extends this contract to Canadian participating agencies. Konica Minolta covers most (though coverage may be limited to remote locations) of the territory through 12 direct branches and a 100+ dealer network.	*
18	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.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Konica Minolta has not had any past debarments or suspensions by either party in the preceding seven (7) years to the best of our knowledge.	*

Bid Number: RFP 112124

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	The accolades below underscore Konica Minolta's commitment to innovation, sustainbilty, and customer satisfaction.	
	the past live years.	Konica Minolta Corporate Awards  CRN 2024 Channel Chiefs – Laura Blackmer (from CRN)  Top 10% Most Sustainable Companies – Sustainable Yearbook 2024 (from S&P Global)	
		CRN Tech Elite 250 (from CRN) 2024  Top 100 Global Innovators 2024 (From Clarivate)  #1 in Customer Loyalty in the "MFP Office Copier" 2024 (17 Consecutive years) (from Brand Keys)  Global 100 - Listed among the most sustainable corporations in the world at the	
		World Economic Forum in 2023  • Forbes Magazine - Named to the prestigious list of Best-In-State Employers in Forbes Magazine's 2021 "America's Best Employers."  • Dow Jones Sustainability World Index	
		o Highest Score in Économic and Environmental Dimensions in the Sector o DJSI World – nine consecutive years o DJSI Asia Pacific – twelve consecutive years  • RobecoSAM - Awarded Sustainability Gold Class; a global distinction for	
		corporate sustainability, for two consecutive years by RobecoSAM, an investment specialist focused exclusively on Sustainability Investing, based in Switzerland. Konica Minolta is the only company in the Computers & Peripherals and Office Electronics sector that was awarded Gold Class distinction.  • Carbon Disclosure Project (CDP) - Awarded a global leadership position on the Climate A List by CDP for disclosing extensive carbon emissions & energy data—	*
		exemplifying a high level of transparency, for the seventh time. CDP is an international not-for-profit organization engaged in activities to realize a sustainable economy.  • Brand Keys  • #1 Brand for Customer Loyalty in the MFP Office Copier Market by Brand	
		Keys for seventeen consecutive years o Recognized as a brand leader on the prestigious Brand Keys 2024 Loyalty Leaders List. • Channel Futures MSP 501 - Named one of the world's top-performing managed service providers in the prestigious 2024 Channel Futures MSP 501 rankings.	
		Product Recognition  Buyers Laboratory LLC  Awarded BLI 2021 A3 Line of The Year Award  Awarded BLI 2021 Winter A3 Pick and Outstanding Achievement Awards  All Covered, a Division of Konica Minolta, was named the 2020-2021 Pacesetter for Managed IT Services.  Awarded BLI 2024 Inaugural BLI Color Consistency Awards for A3 Device Families	
21	What percentage of your sales are to the governmental sector in the past three years?	The percentage of Konica Minolta's Direct Channel business (excluding service) in the defined Government sector accounted for 12.5% of the overall revenue in the past three years.	*
22	What percentage of your sales are to the education sector in the past three years?	The percentage of Konica Minolta's Direct Channel business (excluding service) in the K-12 education sector accounted for 6.1% of the overall revenue in the past three years.	
		The percentage of Konica Minolta's Direct Channel business (excluding service) in the Higher Education sector accounted for 3.4% of the overall revenue in the past three years.	
		The percentage of Konica Minolta's Direct Channel business (excluding service) in the Other Education sectors accounted for 0.9% of the overall revenue in the past three years.	*
		<ul> <li>Includes SIC code 8211 (elementary, secondary schools)</li> <li>Includes SIC codes 8221 (colleges), 8222 (Jr colleges), 8244 (business/secretarial schools), 8249 (vocational schools)</li> <li>Includes SIC code 8231 (libraries), 8243 (data processing schools), 8299 (school services), 8531 (day care)</li> <li>Includes all other industries not in Education or Government above. Note that private colleges are included in the Education data above and not in the Private Sector figure.</li> </ul>	

23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	AEPA	*
24	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?	CA, MA, MI, MS, NY, OH, PA, TX - Sales data is available upon request.  GS-03F-135DA 2024 YTD - \$7,851,805 2023 - \$10,901,002.34 2022 - \$15,821,718.71 2021 - \$15,538,640.71	*

#### Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
North Kansas City School District	Stacy Swenson - stacy.swenson@nkcschools.org	(816) 321-4450	*
City College of San Franscisco	Garth A. Kwiecien - gkwiecien@ccsf.edu	(415) 452-7768	*
St, Johns County Schools, FL	Patrick Snodgrass - patrick.snodgrass@stjohns.k12.fl.us	(904) 547-7703	*

# Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell 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	Question	Response *	
Item	Question	Response	

Bid Number: RFP 112124

26	Sales force.	Our products and services are offered nationwide by more than 120 direct branch sales locations, and by approximately 260 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.
		Specific to the public sector vertical and this contract award, Konica Minolta employs a Public Sector Sales Team comprised of a National Directors of Public Sector SLED Sales, 3 Regional Directors of Public Sector SLED Sales, and 13 Government Account Managers, and 1 Dealer Program Manager. The Government Account Managers are responsible for all public sector sales, including state, local, and education. 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.
		The State Contracts Department is responsible for the overall management and compliance of all our state and national cooperative contracts. Our contracts department manages over 48 state contracts nationally and its national cooperative contracts.
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	In order to provide a wide range of coverage and multiple procurement avenues, Konica Minolta will offer products and services through both our direct branch sales locations and our Authorized Dealer and reseller network. We have approximately 260+ Authorized Dealers with over 10,000 authorized dealer employees nationwide. These dealers are authorized to sell on our behalf as well as invoice the participating agencies directly. This network will be responsible for upholding all terms, conditions, and pricing of the contract, and selling in a professional manner to all eligible entities.
		All Konica Minolta dealers are trained through formal certifications on every device that would be installed at each client's location. Support levels and performance from our dealers and distributors are identical to that of our direct operations. Within our dealer community, Konica Minolta personnel assigned to each region throughout the country, who are dedicated to monitoring the satisfaction of our clients, review the performance of our Authorized Dealers' technicians to ensure compliance with our high standards. The retention of Authorized Dealer status depends, in part, on the outcome of these reviews. By centrally managing and auditing our service and support program, we review and maintain accountability for all Konica Minolta branches and Authorized Dealers that interact with our clients to continually deliver the highest levels of service performance that is expected.

28 Service force.

Our products and services are offered nationwide by more than 120 direct branch sales locations and by approximately 260 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.

Specific to the public sector vertical and this contract award, Konica Minolta employs a Public Sector Sales Team comprised of a National Director of Public Sector SLED Sales, 3 Regional Directors of Public Sector SLED Sales, 13 Government Account Managers, and 1 Dealer Program Manager. The Government Account Managers are responsible for all public sector sales, including state, local, and education. 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.

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.

All 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 in 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.

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.

#### Reliable, Centralized Service Dispatch Systems

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 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.

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 a call, the technician or dispatcher will contact the requestor to confirm the 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.

29	Describe the ordering process. If orders w be handled by distributors, dealers or
	others, explain the respective roles of the Proposer and others.

All order processing is done by our order processing teams headquartered in Ramsey, NJ. These teams are responsible for the review of all purchase orders to ensure they are correct upon receipt, followed by timely and accurate entry into our SAP system. Orders are typically entered into our system within 24 hours of receipt of proper order documentation. The order will be shipped from the Konica Minolta Regional Distribution Center to a staging area for pre-installation activities. The local Konica Minolta administrator will coordinate a delivery and installation schedule with the local end-user location. Our drivers will deliver on the set date, a technician will follow within four hours after the delivery to install, and our local trainer will call to schedule training.

Master Agreements, a department headquartered in Ramsey, NJ, also assists from an order management standpoint. They review all orders for compliance and refer any concerns to the State Contract Team. Any item placed on an order above contract pricing or not in the catalog will be immediately flagged and returned to its origination point for revision.

The collaboration among several Konica Minolta departments enables all orders to be processed in a timely and accurate manner. On the occasion that a specific order must be expedited, Konica Minolta is also able to accommodate this request. An indication is placed on the file at the time of order, and all parties involved are immediately alerted to give this order priority in the queue.

Orders can be emailed to corporateorders@kmbs.konicaminolta.us for immediate processing. Konica Minolta has a hotline that customers can call between 8:30 am and 8 pm EST to check on the status of purchase orders at 800-456-6422 Ext 2519. Our dealer network supports this response, and where authorized by the Participating State, they will have the ability to accept and process purchase orders directly as well.

- -Requested order is immediately input from the order-processing center through the KM 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 a serial number, the scheduled ship date/delivery date is confirmed.
- -Upon shipping, an invoice number is immediately generated.
- -Upon shipping confirmation, the Konica Minolta device(s) is entered into the Konica Minolta SAP System (a database/software that supports the Customer Care Center).
- -Upon entry into SAP, the device(s) is immediately scheduled for technical setup at vour location.

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

#### Expedited Order Process

Upon a customer's request for expedited order processing, the sales representative will upload the order documentation into the system and will code it as a "rush." Orders flagged as "rush" are given precedence within our system, ensuring prompt processing and delivery to meet urgent requirements. Once our administration team receives the request, they will prioritize the order and process it in accordance with our standard procedure. For these rush delivery requests, we prioritize customer needs. Our integrated approach to order processing reflects our commitment to excellence in service delivery. We strive to uphold high standards of quality control, efficiency, and customer satisfaction at every stage of the supply chain process.

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.

Konica Minolta is dedicated to delivering exceptional service and support to our customers. Each customer's case is reviewed and managed to meet the appropriate service level. If a ticket requires escalation, our senior staff promptly intervenes to ensure swift resolution. Escalations are initiated when, after following Konica Minolta's standard resolution process, a customer remains dissatisfied with the timeliness or quality of service provided.

When a service request is received, a Customer Support Representative logs all machine and call-related information into Konica Minolta's SAP-based Service Management System. This system generates a unique service ticket and immediately notifies the assigned branch technician or Authorized Dealer dispatcher. Key details, including response time, machine volume, and specific service issues, are documented.

30

This data is regularly analyzed to identify opportunities for continuous improvement. Within one hour of receiving a call, the technician or dispatcher contacts the requestor to confirm receipt and provide an estimated time of arrival.

On-site response times are as follows:

- Customer locations within 50 miles of a direct branch or Authorized Dealer: Average response time is 4–6 business hours from call receipt.
- Rural locations 60–120 miles away: On-site responses occur within 1–2 business days, often sooner.

Upon arrival, the technician uses their "trunk stock" inventory, which includes the most required replacement parts, to ensure first-call repair. All Konica Minolta factory-trained and certified technicians are supported by our Systems Solutions and Development (SSD) team, a dedicated group of technical engineers. SSD provides technicians with a toll-free hotline and interactive website for escalated technical support. If an issue cannot be resolved remotely, an on-site visit by a technical engineer is arranged, ensuring no product or technician is left unsupported.

In the event the equipment covered is out of service for more than two business days due to maintenance, Konica Minolta provides a loaner unit with similar capabilities. If a unit cannot be repaired to the manufacturer's specifications, a replacement unit with equivalent or greater capabilities is supplied at no additional charge. We stand firmly behind our products, as outlined in our sample SLA document.

With 120 direct branch sales offices and approximately 260 Authorized Dealers nationwide, Konica Minolta's service model ensures consistent, high-quality service across all locations. Our multi-phase escalation process identifies root causes of any service failures and initiates corrective actions, ensuring service standards are promptly restored.

Departments Involved in Problem Resolution

- · Global Customer Services (GCS): Logs service notifications in SAP.
- Printer Support: Resolves or escalates service notifications.
- · Service Operations: Provides replacement parts to repair equipment.
- · Branch/Dealer Support: Handles on-site service.

Printer Support Process

- 1. Service notifications are routed to Printer Support for triage.
- 2. If resolved, the service notification is closed in SAP.
- 3. If escalation is required, on-site support is arranged.

Customer satisfaction is a priority, and all updates are logged in SAP, including problem resolutions, priority handling, and service completion status.

Global Customer Services (GCS)

Konica Minolta's GCS team manages all service-related calls, which can also be submitted via the internet at mykmbs.com. GCS operates 24/7/365 and is equipped to handle calls in English, French, Spanish, and TTY for the hearing impaired.

Support Levels

- 1. First Level Support: Provided by factory-trained technicians, certified to handle hardware, software, and network issues. Technicians are supported by the Konica Minolta Technical Support Team for troubleshooting and problem resolution.
- 2. Second Level Support: SSD offers technical and integration support for escalated issues, analyzing trends and providing recommendations for improvements.
- 3. Third Level Support: If SSD cannot resolve the issue, it is escalated to Konica Minolta Professional Services (KMPS). KMPS engineers, certified in various systems and technologies, provide on-site support for complex problems.

Incentive Programs

The Pro-Tech Service Award recognizes branches and dealers who demonstrate outstanding customer support and satisfaction. This rigorous certification ensures that recipients meet Konica Minolta's highest service standards, reinforcing our commitment to excellence.

Customer Satisfaction Assessment

Customer satisfaction is evaluated using metrics such as:

- · Wait times in the GCS queue.
- · First call-back time.
- · Technician response times.
- Machine uptime and mean copies/prints between failures (MCBF).
- Utilization rates of devices.

Additional metrics may be implemented based on SLA agreements. Periodic customer satisfaction surveys are conducted electronically to ensure ongoing performance

		evaluation.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Konica Minolta has consistently demonstrated its capability in delivering top-tier products and services to the public sector and Sourcewell members. With a strong track record of annual revenue growth, and successful engagements under existing Sourcewell contracts, we are a trusted partner for government agencies. Our dedicated Public Sector Sales Team, supported by over 120 branch locations and 260 dealers nationwide, ensures that we provide seamless support and foster impactful partnerships. This extensive network allows us to respond swiftly and effectively to the needs of our public sector clients, driving innovation and excellence in every collaboration.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Konica Minolta has worked to align with Canoe and educate our sales teams in Canada on the benefits of cooperative contracting over the past contract term with Sourcewell. We look forward to continuing our close collaboration with our Canadian team to streamline contract sales and ensure participating entities receive the full benefits of the agreement.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	We are committed to fully serving all geographic areas of the United States and Canada through the proposed agreement. There are no regions that we will not be able to serve.
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	All Sourcewell members will have access to the majority of Konica Minolta's solutions under the agreement. However, certain products or services may be unavailable in specific markets. In such cases, we will work to identify comparable alternatives whenever possible.
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	All MFDs 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's requested location.
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Konica Minolta is pleased to extend the terms of our contract to nonprofit organizations. This extension includes all terms except for the non-appropriation of funds clause, which is not applicable to nonprofit entities.

# **Table 4: Marketing Plan (100 Points)**

Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.

Konica Minolta's strength in marketing the Sourcewell contract lies in our extensive network of direct branches and dealers. Our sales teams and dealers operate across all 50 states, bringing a deep understanding of local markets. They have established relationships with schools, local governments, universities, non-profits, and other qualified entities, many of which are already our customers. These connections will significantly aid in promoting the Sourcewell contract.

Konica Minolta has always focused on the growth of our vertical sales by leveraging the strength of state, local and national cooperatives contracts. However, through our experience with partners like Sourcewell, we are actively working to consolidate our cooperative portfolio to focus on the organizations that closely align sales and marketing resources with their members to support our go-to-market strategies. Here's a detailed look at Konica Minolta's Sourcewell Marketing Strategy:

- Targeted Sales Approach: Konica Minolta tailors our sales strategies to meet the specific needs of different market segments, ensuring that the offerings align with the unique requirements of public sector agencies. Our Public Sector Sales and Marketing team is comprised of 20 public sector experts who are tasked in three core areas:
- o Support the public sector sales and marketing efforts of our branches, dealers, and strategic partners. Konica Minolta has over 100 dedicated public sector sales representatives in the field, and our dealers employ thousands of sales representatives that call on the public sector.
- Engage with large, net new public sector agencies to help them service constituents and students using our wide array of products and services on our Sourcewell contract.
  - o Retain and expand business with current clients using the Sourcewell contract.
- Digital Marketing and Outreach: In 2023, Konica Minolta hired a VP of Digital Marketing charged with demand generation and programmatic marketing to increase brand awareness and generate revenue in all areas of Konica Minolta's business. Using data to target the right audience at the right times will be instrumental in our marketing efforts. As an example, we can develop messaging to municipalities of certain populations or schools within a range of enrollment with the Sourcewell contract solutions that are developed for their needs.
- Partnerships and Collaboration: Konica Minolta has a diverse set of partnerships that allow us to assist public sector agencies to meet their goals and drive their strategies.
   Konica Minolta is a Director of Strategic Partner Alliance that develops partnerships that can help public agencies meet their supplier diversity spend goals. These partners engage in sales, service, training, delivery and other meaningful aspects of a Sourcewell procurement.
- Public Sector Events Konica Minolta attends public sector events to showcase our portfolio and to promote the Sourcewell contract. Konica Minolta plans to attend national events like NIGP and NAEP as well as local events such as CAPPO (California), FAPPO (Florida) and TXPPA (Texas). At these events, Konica Minolta markets all our Sourcewell contract portfolios (MFDs, Administrative Software and Video Security).
- Internal Marketing: The reinforcement of cooperative contract strategies is at the forefront of our teachings at Konica Minolta. In order for us to effectively utilize the power of the Sourcewell contract, we must continue to market it to our direct and dealer sales teams. Here are the methods we use:
- o Contract Launch Upon award, we will launch the contract to our sales teams, administrative teams, as well as the specialists who support the products and services on our Sourcewell contract. This allows everyone to understand the scope, marketing strategies, order processes and available resources for the contract.
- o Public Sector Portal Our Public Sector Sales and Marketing team hosts a public sector portal that includes our contract launch, catalogs, order process, FAQs, and links to Sourcewell's website page for Konica Minolta's contract as well as a link to the Sourcewell Supplier Resources.
- o Marketing Bulletins When products are updated or changes occur to our contract, we use a company-wide messaging system to notify our sales and administrative teams of the updates.
- o Public Sector Town Hall We host a regular Public Sector Town Hall where over 200 sales representatives, managers, specialists, and channel leadership come to hear about products and services applications for public sector and sales representatives from across the country share success profiles for their peers to replicate. These profiles often talk about the success of using Sourcewell to avoid the RFP process.

We have provided sample marketing materials that will be co-branded with the new contract number, should we be awarded.

Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.

Konica Minolta leverages technology and digital data in several innovative ways to enhance marketing effectiveness:

- · Data-Driven Marketing: Konica Minolta uses data analytics to gain insights into customer behavior and preferences. This allows us to personalize marketing efforts and target the right audience with relevant content.
- · Marketing Technology Stack: Konica Minolta continuously refines its marketing technology stack to drive engagement. We use marketing analytics to determine the effectiveness of different tactics, track website traffic, and measure campaign conversions. This helps in optimizing marketing activities to achieve better results against key performance indicators. · Customer Segmentation: By applying data science, Konica Minolta identifies correlations among client groups. This helps in refining marketing strategies and programs to be more customer-led and data-driven.
- Third-Party Partners: Konica Minolta has invested in partnerships with GovSpend and e.Republic for their intelligence tools. These resources allow us to collaborate with them and develop strategies on how to be experts on the customer to intelligently market to their needs. Identifying spend, contract history, and initiatives allow us to professionally present Sourcewell as the procurement method.
- · Social Media: Konica Minolta uses social media platforms such as Facebook, Twitter, LinkedIn, and YouTube to provide information to followers. These platforms are used to communicate with our followers on products and news like our Sourcewell contract awards. We also use industry publications to make announcements and promote Konica Minolta and
- · Customer-Facing Webinars: Konica Minolta provides informational webinar experiences to our customer base and social media followers. These webinars include content on all of Konica Minolta's offerings including some that are public sector specific. These events allow us to promote our Sourcewell contract and bring in leads for our team to engage with. · Salesforce CRM: Konica Minolta has invested in Salesforce CRM which will allow us to better serve our clients and prospect for new business. It will allow us to be more data driven and intentional in our marketing to those prospects using various tools within the system, including email campaigns.

39 In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?

Konica Minolta's Public Sector Team is confident that a strong partnership with Sourcewell will open doors for collaborative marketing efforts, leading to mutual success as it has for the past 8 years. That experience allows us to look at more unique ways to work with Sourcewell's resources and market to their membership.

Konica Minolta has already integrated all our Sourcewell awards into our daily sales processes. Our direct and dealer sales teams have well-established sales processes that include a cooperative contract sales track. Our experience with using national cooperatives dates back over 20 years, so the culture is to talk about them in the sales process. Konica Minolta has a learning management system where we have specific tracks for public sector sales, which include techniques on how to utilize the Sourcewell relationship to generate opportunities and revenue. Additionally, each Sourcewell member is tagged in our CRM to indicate that they are a Sourcewell member, so sales personnel know they are engaging in a warm call.

Here are some areas where we seek Sourcewell's support in promoting our contract:

Member Communication of Award: Upon award, we request Sourcewell's resources to announce Konica Minolta's contract award to their membership.

Konica Minolta Sales Launches/Town Hall: We will invite Sourcewell to participate in our contract launches and/or Public Sector Town Halls to reinforce the Sourcewell mission and benefits to our teams.

Customer Engagements: We seek Sourcewell's assistance in customer engagements, including answering member questions, validating contracts, and other engagements that require Sourcewell's support to advance opportunities.

Leads: The Public Sector Sales and Marketing Team has developed a lead engagement process that starts with engagement from our Government Account Managers to assess the opportunity and develop appropriate next steps to assist Sourcewell's customer in their

Sourcewell University and Academy: Our direct and dealer sales teams provide positive feedback around their opportunities to learn and connect during these events. We look forward to continuing to attend and having our sales teams get the Sourcewell experience.

40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Konica Minolta provides a dedicated website for Sourcewell members, offering easy access to product specifications and awarded pricing. We are excited to announce that we are in the final stages of launching our new e-commerce platform, the Konica Minolta eShop, which will further streamline the purchasing process. Additionally, we actively participate in the BuySourcewell platform, ensuring comprehensive support for all Sourcewell contracts we hold.
		E-Procurement Methods Konica Minolta provides two efficient eProcurement methods:
		1. Punch-Out Solution:  o Clients can "punch-out" from their procurement application (e.g., Ariba, OSN, SciQuest) to a Konica Minolta branded catalog.  o The catalog displays the client's contracted SKUs and associated prices.  o Clients select items to order, place them into a shopping cart, and submit the order.  o The order is sent to the client's back-end system, where a purchase order is created and forwarded to the Konica Minolta account manager for processing in SAP.  2. Standalone Website:  o Clients log into a standalone website featuring a branded catalog similar to the punch-out solution.  o Items are placed into a shopping cart, and upon submission, the order is emailed directly to the Konica Minolta account manager for processing in SAP.
		These methods ensure a seamless and efficient procurement process for our clients.

# Table 5A: Value-Added Attributes (100 Points)

Bid Number: RFP 112124

Line	Question	Poenance *	
Item	Question	Response *	

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.

Products and Equipment

Konica Minolta offers a wide range of office printers, copiers, and multifunction devices, notably the bizhub series. These devices are designed to enhance productivity and streamline workflows, making them ideal for public sector environments.

#### Maintenance Programs

Konica Minolta provides comprehensive maintenance programs to ensure the longevity and optimal performance of their equipment. These programs include regular servicing, parts replacement, and technical support. Maintenance plans can be customized based on the specific needs of the public sector entity.

#### Operator Training Programs

Konica Minolta offers both standard and optional training programs for operators:

- Standard Training: Included with the purchase of equipment, this training covers basic operation, troubleshooting, and routine maintenance. It is conducted by experienced, certified trainers who ensure that personnel are well-versed in using the equipment effectively.
- Optional Advanced Training: For more in-depth knowledge, Konica Minolta offers advanced training sessions. These can be tailored to specific applications and user needs. Advanced training may incur additional costs, depending on the level of customization and duration.

#### Training Delivery Methods

- On-Site Training: Trainers can conduct sessions at the customer's location, providing hands-on experience in the actual working environment. This method helps users apply their knowledge more effectively.
- Online Training: For convenience, Konica Minolta also offers online training sessions.
   These are ideal for remote learning and can be scheduled to fit the users' availability.

#### Costs

The cost of training programs can vary:

- Standard Training: Usually included with the purchase of equipment.
- Optional Advanced Training: Costs depend on the customization and duration of the training sessions. It's best to contact Konica Minolta directly for a detailed quote based on specific requirements.

#### Support at Your Fingertips

Konica Minolta's award-winning bizhub MarketPlace makes it easy to browse, purchase, and download apps specifically designed for Konica Minolta MFPs. These apps, tailored to the purchasing entities' business needs, can be accessed directly from the MFP control panel. The cost-free "How2" app contains brief "common function" video tutorials that can be viewed from a smartphone or tablet by scanning the QR code in the app. These tutorials can also be conveniently viewed and printed in a PDF version.

Konica Minolta training teams develop their expertise through a continual learning program to stay updated on all product offerings, including stand-alone digital devices and advanced connected products. This approach allows customer support teams to become invaluable partners in the success of customers' workflow solutions, providing the highest level of customer satisfaction.

Describe any technological advances that your proposed Solutions offer.

#### Enhanced Security Features

Over the past five years, Konica Minolta has significantly enhanced the security features of their multifunctional devices (MFDs) to meet the stringent requirements of public sector entities. These advancements include:

- Embedded Authentication Systems: Support for multiple US Federal Government authentication card systems, ensuring secure access to MFD functions.
- Advanced Encryption: Enhanced encryption protocols for data transmission and storage, ensuring sensitive information remains secure.
- Incident Response and Compliance: Comprehensive security assessments, incident response services, and compliance with federal privacy regulations.

#### Intelligent Information Management

Konica Minolta has developed solutions to help public sector organizations transition to digital workflows, reducing reliance on paper and improving efficiency:

- Document Conversion and Management: Solutions to convert paper documents to electronic records, manage these records digitally, and streamline document workflows.
- Automated Workflow Solutions: Intelligent automation tools that redefine how public sector organizations communicate and manage information, enhancing productivity and service delivery.

#### Imaging IoT Technologies

Konica Minolta has integrated advanced IoT and AI technologies into their MFDs, providing public sector customers with innovative solutions:

- Imaging IoT Platform: Combines IoT and AI with imaging technologies to enhance workflows in various public sectors.
- Intelligent Quality Optimizer Unit IQ-501: Automates color and registration adjustments for digital printers, ensuring high-quality output with minimal manual intervention.

Provide two (2) examples of how your devices support seamless workflows with cloud-based document management systems.

Konica Minolta printers offer several features that enhance workflows through integration with cloud-based document management systems. Here are two examples:

- Cloud Connectors:
- Konica Minolta multifunction printers (MFPs) come with built-in connectors for popular cloud services like Google Drive, OneDrive, SharePoint Online, Box, and Dropbox. This allows users to scan documents directly to these cloud services or print from them, streamlining document management and accessibility.
- Dispatcher ScanTrip Cloud: This feature enables seamless scanning and routing of documents to various cloud destinations. Users can easily scan documents and send them to their preferred cloud storage or email, ensuring that important documents are accessible from anywhere.
- Customizable Workflows: Konica Minolta's bizhub MFPs can be customized to optimize document management workflows. Users can set up automated processes for scanning, printing, and faxing, which helps in reducing manual intervention and improving efficiency.
- Mobile Access: With Konica Minolta's cloud-enabled solutions, users can access and manage documents from their mobile devices. This flexibility ensures that employees can work efficiently, even when they are not in the office.
- Security Features: Konica Minolta's cloud solutions include robust security features such as policy-based authentication controls, secure network traffic, and compliance with standards like ISO 27001. This ensures that documents are securely managed and accessed in the cloud.

These features collectively help in creating a seamless and efficient workflow, making document management more accessible and secure.

44 Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.

Based on our Philosophy and Vision, Konica Minolta has created an environmental policy that reduces the environmental impact of every business process we conduct, resulting in new social and economic value. Protecting our planet is a top priority for our leaders and employees. Our broad array of environmental initiatives includes eliminating pollutants, reducing energy consumption and creating products and solutions that help our clients realize their own sustainability goals. We strive to assist our clients in constructing their own environmental plans for becoming kinder to the environment. Our approach contributes to creating shared value (CSV) for environmental improvement with our clients, sharing ideas to improve and enhance everyone's environmental activities.

Konica Minolta's environmental initiatives are listed below.

- 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

Our strategic and extensive development of these initiatives has 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.

Konica Minolta was listed among the 2023 Global 100 Most Sustainable Corporations in the World and marks the sixth time and the fifth year in a row it has been honored, following 2011 and 2019-2022.

Since its integration in 2003, Konica Minolta has placed "sustainability" at the core of its management, delivering products and solutions that address social and environmental issues focusing on the United Nations' Sustainable Development Goals (SDGs). The company offers energy-efficient products to reduce CO2 emissions at customers' sites, helping to transform their production processes and promote workstyle reform.

Konica Minolta's global, long-term sustainability strategy, Eco Vision 2050, sets goals for the company to reduce CO2 emissions throughout the product's life cycle. Currently it is ahead of schedule and on track to reach carbon minus status by 2030 instead of 2050, as originally planned. The initiative promotes recycling, effective use of Earth's limited resources and the restoration and preservation of biodiversity. The company helps corporate clients and suppliers achieve effective use of resources as well by constructing efficient supply chains for client companies using on-demand production and reducing workflow and supply chain loss for corporate clients.

The company has also identified key material issues to address in the short term to support the achievement of long-term environmental goals. Two of these environmentally focused materials are addressing climate change and using limited resources effectively. Ongoing

corporate initiatives that address these issues include:

- Reducing energy consumption and CO2 emissions of customers and society by providing manufacturing process solutions
- Promoting a paperless and ubiquitous computing society by providing solutions for work style reform
- Contributing to dramatic CO2 emissions and cost reductions by helping business partners to reduce their environmental impact using digital transformation technology

EPEAT®: Managed by the Green Electronics Council, 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. Konica Minolta Business Solutions USA, Inc. has 42 active products on the EPEAT registry with 33 achieving gold status. To achieve gold status, a product must meet all required criteria, plus at least 75 percent of the optional criteria. Optional points are earned by meeting up to 26 additional criteria. Konica Minolta has 11 products on the EPEAT registry with 21 optional points. This represents the second highest EPEAT point total of imaging equipment manufacturers.

Green Products Certification System: 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.

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.

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.

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.

Konica Minolta is a SmartWay partner agreeing to reduce emissions and fuel use in logistics activities. This voluntary public-private program:

- provides a comprehensive and well-recognized system for tracking, documenting and sharing information about fuel use and freight emissions across supply chains
- helps companies identify and select more efficient freight carriers, transport modes, equipment, and operational strategies to improve supply chain sustainability and lower costs from goods movement
- supports global energy security and offsets environmental risk for companies and countries
- reduces freight transportation-related emissions by accelerating the use of advanced fuel-saving technologies
- is supported by major transportation industry associations, environmental groups, state and local governments, international agencies, and the corporate community

Identify any third-party issued ecolabels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation (e.g. life-cycle management, energy consumption, and end-of-life disposal options), or other green/sustainability factors.

ISO 14001: ISO 14001 is an international standard for the environmental management of companies. Businesses are judged by their use of natural resources, handling of waste, energy consumption, and other criteria. In Japan, every Konica Minolta Group business and manufacturing site is ISO 14001 certified.

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.

GRI/ISO26000/United Nations GI: Konica Minolta refers to international guidelines including the UN Global Compact and ISO26000 for guidance on CSR activities. The CSR Report, which consists of a booklet and website pages, contains Standard Disclosures from the 4th edition of the GRI Sustainability Reporting Guidelines (G4).

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.

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.

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.

EPEAT®: Managed by the Green Electronics Council, EPEAT is a free and reliable tool that allows buyers to purchase green electronics that meet their organization's needs while also helping achieve sustainability goals. It tracks more than 4,000 products from 60 manufacturers throughout 43 countries, evaluating products against strict environmental criteria across a product's lifecycle. Konica Minolta Business Solutions USA, Inc. has 42 active products on the EPEAT registry with 33 achieving gold status. To achieve gold status, a product must meet all required criteria, plus at least 75 percent of the optional criteria. Optional points are earned by meeting up to 26 additional criteria. Konica Minolta has 11 products on the EPEAT registry with 21 optional points. This represents the second highest EPEAT point total of imaging equipment manufacturers.

Blue Angel: Launched in Germany in 1978 as the world's first environmental labelling system, the Blue Angel is awarded to products and services that have a smaller environmental impact.

Since receiving the world's first Blue Angel 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.

What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?

Reimagining Workplace Solutions with Konica Minolta

Traditionally known as an MFP/printer vendor, Konica Minolta has significantly evolved, repositioning itself as a managed services company delivering comprehensive workplace solutions. Our product evolution encompasses a broad spectrum of offerings, including hardware, managed services, and business process automation, all integrated into an Intelligent Connected Workplace.

Our Vision: The Intelligent Connected Workplace

Our transformation strategy is centered on helping customers achieve a modern workplace vision. The Intelligent Connected Workplace leverages cutting-edge technologies to connect people with intelligently analyzed data, address expanding customer needs, and produce high-quality products. This vision progresses through various maturity stages, each providing an advanced level of security. It begins with customers entrenched in paper processes (stage 0) and advances through increasing levels of connectivity (IT to work to people) to achieve a fully optimized workplace.

Leading the Industry with Innovation and Growth

Konica Minolta stands out as an industry leader due to our consistent technological advancements. We pride ourselves on our consistent growth in technology offerings, driven by strategic acquisitions, organic growth, and a focused corporate strategy. Our expanded portfolio includes IT Services, Enterprise Content Management, and Specialty Products such as Managed Print Services, Work Smart Technology, Interactive Classroom Technology, and Production Print Products and Services.

Optimizing Business Environments

Our extensive experience enables us to provide definitive solutions for optimizing business environments:

- Centralized Procurement: Implementing "print less" specifications.
- Recycling Program: Leading the industry in sustainability.
- Security Features: Advanced security in our MFP product line.
- Toner Management: Automated processes with no manual intervention.
- Efficiency: Reducing internal efforts and costs significantly.
- Standardized Output Service: User-appropriate, secure, and efficient.
- Device Efficiency: Ensuring high-level performance.
- User Satisfaction: Achieving high satisfaction through ease-of-use. Infrastructure Management: Centralized, automated, and transparent management.
- Product Support: Central administration providing major relief for first-level support.

#### Commitment to Innovation

As a complete solution provider, we leverage our history of innovation and investment in future technologies to manage the entire information lifecycle across various industries. In the United States, our products, solutions, and services are available through more than 125 direct sales locations and authorized dealers.

#### Innovative Solutions to Shape Ideas

At Konica Minolta, we leverage decades of expertise and proprietary technologies to solve problems, enhance productivity, and more. Our commitment to innovation drives us to give shape to our customers' ideas, creating new value through our advanced solutions. Key Differentiators:

- Service Focused: Tailored service solutions to optimize workflow and meet unique customer needs.
- Mobility Innovation: Empowering a mobile workforce to connect, communicate, and collaborate securely across multiple devices.
- Technology Optimization: Delivering the best value at the lowest costs while transitioning to next-generation technology.
- Security and Compliance: Protecting systems and data against threats and ensuring compliance with current and future regulations.
- Content Management: Seamlessly moving information throughout your organization to boost productivity.
- Integrated Solutions: Supporting the design and implementation of comprehensive solutions for document creation, production, and management.

#### Industrial Print Production

Konica Minolta offers a diverse range of industrial print productions products, each designed to meet specific needs in the printing industry. These products offer the high quality and substrate flexibility of offset presses while providing the benefits of digital printing, such as quick turnaround times and the ability to handle variable data. The IPP SOW is included in our bid response and is required for all IPP transactions.

#### Managed Print Services (MPS)

Our fully customized MPS solutions assess and optimize document workflows, reduce maintenance costs, and improve document output. The MPS site agreement is included in our bid response and is required for all MPS transactions.

#### Managed Print Services Methodology

Our Managed Print Service methodology integrates consultancy, implementation, and management services to align with your business outcomes. We develop executable strategies and improvement plans based on:

- Consult: Capture, analyze, optimize.
- Implement: Project, change, inform, and train.
- Manage: Operate, monitor, improve.

All Covered, a division of Konica Minolta, provides customized IT support to ensure optimal operation of your IT infrastructure.

#### Digital Solutions Center

A single point of contact staffed by system engineers to maximize productivity from your networked multifunctional peripherals and applications.

## Enterprise Content Management (ECM)

We design, deploy, and support ECM strategies tailored to your business, organizing information, optimizing printing, managing infrastructure, and controlling costs. The North America Master Agreement (NAMA) and ECM SOW are included in our bid response and are required for all ECM transactions.

#### bEST Developer Support Program

Provides a comprehensive support infrastructure to streamline development efforts.

#### Unified Product Approach

Creates consistency and efficiency across product lines.

Docusign Envelope ID: D05A5DA9-035A-4BFF-8D87-8B059F29275C

bizhub MarketPlace Applications Offers intuitive applications to enhance multifunctional productivity, streamline workflow, and improve user experience.
Business Innovation Centers (BIC) Launched in five major regions to support new business and technology initiatives, responding to regional customer needs and market development.
EcoVision 2050 Our long-term environmental vision, established in 2009, reflects our commitment to a sustainable earth and society.

# Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
47	Select 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 and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		© Yes	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 ethnicities:  Small Disadvantaged Businesses  Minority-owned businesses  Women-owned businesses  Usteran-owned businesses  LGBT businesses  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.
				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 client 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.
48		Minority Business	C Yes	We have included a listing of Konica Minolta authorized dealers with WBE, SBE, SDVOB, and WOSB status identified.  N/A
		Enterprise (MBE)	⊕ No	*
49		Women Business Enterprise (WBE)	© Yes ○ No	DOCUMENT SOLUTIONS, INC.
50		Disabled-Owned Business Enterprise (DOBE)	C Yes	N/A *
51		Veteran-Owned Business Enterprise (VBE)	C Yes ⓒ No	N/A *
52		Service-Disabled Veteran-Owned Business (SDVOB)	© Yes ○ No	PALADIN MANAGED SOLUTIONS, LLC
53		Small Business Enterprise (SBE)	€ Yes € No	THE SWENSON GROUP, THE LIOCE GROUP, INC.
54		Small Disadvantaged Business (SDB)	C Yes	N/A *
55		Women-Owned Small Business (WOSB)		IMAGE IV SYSTEMS, INC.

# Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
--------------	----------	------------

Bid Number: RFP 112124

56	Describe your payment terms and accepted payment methods.	Konica Minolta's payment terms are Net 30 days. We accept the following payment methods:	Ī
		<ul> <li>ACH (Automated Clearing House)</li> <li>Bank debit</li> <li>P-card (Purchasing card)</li> <li>Check</li> </ul>	*
57	Describe any leasing or financing options available for use by participating entities.  Describe how these options account for upgrading to newer models to mitigate the risk of equipment obsolescence.	<ul><li>Bank debit</li><li>P-card (Purchasing card)</li></ul>	
		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	

59	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?	Konica Minolta readily accepts and supports the use of procurement cards for ordering hardware and chargeable supplies. P-card transactions will incur a surcharge to the member when payment is processed via p-card. This charge covers the fees assessed by the individual credit card companies. This fee is subject to change. We encourage Sourcewell members to pay by ACH, bank debit or check to avoid the surcharge.
58	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	transactions are governed by extensive Operating Agreements designed to protect our customers and ensure a world-class customer experience.  Through the KMPF program, we can offer the following suite of Finance Solutions:  1. Dollar Buyout Leases – 24 - 60-month terms.  2. Software Only Finance Program – 24 - 60-month term.  A Customer may upgrade their leased equipment at any time during the term of the Agreement. A new lease must be initiated for the new device, with the remaining lease payments on the old lease rolled in. The old lease is then closed, and Konica Minolta will facilitate the return of the equipment to the leasing company.  Additionally, during the term of the contract, for any models that are discontinued we will offer the next generation at the same discount to MSRP as the model being replaced. Konica Minolta also maintains parts and supplies for 7 years after a model is discontinued in order to mitigate performance of those devices which remain in the field.  Konica Minolta establishes a Master Agreement ("MA") in SAP at time of the 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.  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.  Upon receipt of an order request from a client the Konica Minolta 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 inventory is checked for availability, a serial number is assigned to the order.  Upon generation of software licenses, customers are provided
		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 Konica Minolta. All

60	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.	*
61	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 – (59% - 72%) Konica Minolta Printers Hardware Range – (19% - 57%) Konica Minolta Accessories Range – (20% - 30%) 3rd Party Accessories Range – (0% - 30%) Consumables Range – (0% - 10%) 3rd Party Products (interactive technology products, wide format printers, professional services, software, scanners, etc.) Range – (0% - 5%)	*
62	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 Participating agency's needs, and the competitiveness of that particular market.	*
63	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". 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 falls within the scope of the resulting contract, we would first attempt to get the item added to the contract. If for some reason the customer needed it right away or we were not able to add it, Konica Minolta will offer them an open market price, based on a discount from MSRP. Depending on the product or service, the customer may have to sign our Konica Minolta standard terms and conditions for the open market items.  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 Konica Minolta's invoice on an Open Market basis. This will be quoted at time of request.	*
64	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 predelivery 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:  Installation Training Professional Services Delivery on non A4, A3 and Print Production Devices (we include delivery on these products) Delivery to remote areas of Alaska and Hawaii (case by case) Solid State Drive (SSD) In-Place Data Cleaning, Removal and Replacement Relocation/Moves are open market Removal (If a customer would like Konica Minolta to pick up their equipment at the end of a lease, there will be associated charges listed on the contract for this) For Software, Services and 3rd Party Finisher all items are identified individually on our price list.	*
65	Describe your applicable quality control/chain of custody protocols related to delivery of genuine and authentic equipment, parts, and supplies.	Konica Minolta has implemented a robust quality assurance system aimed at resolving market quality issues related to product and service safety, preventing serious accidents, and reducing quality problems. The company regularly conducts quality meetings to discuss product safety and other quality-related matters, continuously improving quality through the PDCA (Plan-Do-Check-Act) cycle.  Twice a month, the Quality Assurance Division of the Business Technologies Business holds a Quality Council meeting. This council includes representatives from development, procurement, production, and customer support, working together to address cross-functional quality issues and enhance the quality management system. The Double Quality Assurance System, established by this council, involves self-assessments by those responsible for development and production processes, as well as evaluations from the Quality Assurance Division. Since its inception in April 2011, this system has significantly improved the quality management framework.  Office MFPs and laser printers are designed to prevent electric shocks, smoking, or injuries due to misuse or breakdowns. Konica Minolta has established independent product safety standards that	

		exceed legal requirements, ensuring thorough checks of all product aspects. Past quality issues are meticulously analyzed to identify causes and develop corrective measures, which are then incorporated into updated product safety standards. This continuous process helps prevent the recurrence of quality problems and the emergence of new issues.	
		Konica Minolta is dedicated to maintaining and monitoring quality processes across all company areas. Product quality is ensured through comprehensive testing by Compliance Engineers, who perform laboratory and field tests on all components and software tools for each machine, ensuring they meet high standards.	
		With 125 Corporate Sales Offices and approximately 260 Authorized Dealers nationwide, all supported by Konica Minolta Service and Technical experts, the company ensures consistent, high-quality service across all locations.	
		Regarding subcontractors, Konica Minolta employs stringent quality control measures to ensure acceptable performance. All Authorized Dealers must sign a Dealer Agreement before accepting any equipment for delivery, installation, and service. This agreement mandates that dealers provide prompt, efficient, and correct installation, service, and maintenance to end-users, adhering to Konica Minolta's service policies and procedures.	*
		Below is an excerpt from our Dealer Agreement that all our Authorized Dealers must sign before accepting any of our equipment for delivery, installation, and service.	
		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 Paragraph22 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.	
		KMBS Supplies and Spare Parts - For purposes of servicing End- Users, Dealer agrees to stock an appropriate number 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. Dealers will use only KMBS Supplies and Spare Parts.	
		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 a place as KMBS may deem appropriate at the Dealer's sole cost and expense.	
		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.	
66	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.	*
67	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight charges are additional. If premium routing is requested, the additional charge shall be added as a separate item to Konica Minolta's invoice on an Open Market basis.	*

			7 1
68	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Konica Minolta has incorporated all our standard delivery and installation methods in our proposal. We pride ourselves on our ability to provide critical services through innovative solutions. For instance, we have successfully executed installations using cranes and managed deliveries to extremely remote areas via snowmobiles, bush pilots, and ferries. While these scenarios are rare, they exemplify our commitment to thinking outside the box and utilizing every possible method to meet our clients' needs.	*
69	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Konica Minolta uses a customized version of SAP that will enable us to assign a specific internal Master Agreement number for the Sourcewell contract. The master agreement will represent the complete contractual relationship between Konica Minolta and Sourcewell, 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.	
		Master Agreement, orders, administrative fee payment, and reporting will be managed by our Konica Minolta Direct Administration team. 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.	*
		Konica Minolta has a Business Intelligence Resource group that handles our sales reporting. We have dedicated individuals that handle all our government 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 in a timely manner to our public sector customers.	
70	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	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 of each. As such among our internal metrics are the following examples:	
		Monthly Revenue: Revenue reporting provides 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.      Big Hits: We track transactions over \$250K, \$500K, and \$1M. We set growth goals for each category and monitor progress quarterly by market, by product, and by contract.      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 us to address regions that are underperforming in their effort and develop best practices where regions have found success.	*
71	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Konica Minolta proposes a standard administrative fee payable to Sourcewell 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 hardware sales are above \$250,000.	*

# **Table 7: Pricing Offered**

Bid Number: RFP 112124

Line Item	The Pricing Offered in this Proposal is: *	Comments
72	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Konica Minolta discounts are similar to what we typically offer to cooperative procurement organizations, or state purchasing departments.

# Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *	
73	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	Konica Minolta is proposing an all-encompassing solution that will not only meet the objectives of Sourcewell'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.	
		We are offering Sourcewell and its members solutions in the areas of MFD's, IT Services, Enterprise Content Management, Document Workflow Solutions, Specialty Products such as Wide Format and Scanners, Finishing Products, Industrial Print, Managed Print Services, Facilities Management, Interactive Classroom Technology and Production Print Products and Services. All of our proposed products and services offered to Sourcewell meet and/or exceed industry standards.	e
74	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	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.	
		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.	
		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, proquality inline and offline finishing options to meet any job specs, and purpose-built to keep pace with rising workloads. Konica Minolta offers a comprehensive selection of third-party finishing products with advanced features designed to streamline the finishing process and boost efficiency, meeting the ever-changing needs of the print industry.	
		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.	
		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.	
		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.	
		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.	k
		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

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:

- 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 wellexecuted 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 facility 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 of 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.

function devices integrate with popular cloud storage services.

Konica Minolta's copiers, printers, and multi-function devices (MFDs) offer seamless integration with popular cloud storage services, enhancing document management and workflow efficiency. Here are some key features:

- 1. Cloud Connectivity: Konica Minolta devices connect directly to cloud services such as Microsoft SharePoint, Box, OneDrive, and Google Drive. This allows users to upload, store, and share documents effortlessly.
- 2. Workflow Automation: The devices support true cloud scan workflow automation, enabling users to scan documents directly to the cloud with an intuitive interface. This reduces manual steps and streamlines document handling.
- 3. Mobile Print Support: Users can print documents from their mobile devices using cloud services, providing flexibility and convenience.
- 4. Security: Enhanced security features ensure documents are managed securely in the cloud. This includes authentication, attack detection, and optional embedded BitDefender protection.
- 5. Ease of Use: An intuitive user interface lets users group applications by theme or usage frequency, similar to organizing apps on a smartphone. This makes accessing cloud Servies straightforward and efficient.
- 6. Versatility: Konica Minolta's MFDs offer optional cloud-enabled print, fax, and scan capabilities, allowing users to handle documents directly from the cloud. These features support large file storage, share and collaboration both internally and with external partners.

75 Describe how your copiers, printers, and multi-

76	Describe what security features are integrated into your copiers, printers, and multi-function devices.	Konica Minolta's copiers, printers, and multi-function devices (MFDs) are equipped with a range of advanced security features to protect sensitive information and ensure secure document handling. Here are some key security features:
		User Authentication: Devices support user authentication, ensuring that only authorized users can access and operate the machines. This can be managed through various methods, including ID cards and passwords.
		2. Data Encryption: Communication between devices and networks is encrypted using SSL/TLS protocols, protecting data during transmission. Additionally, documents can be encrypted with passwords and digital IDs to prevent unauthorized access.
		3. Hard Drive Security: Konica Minolta devices offer hard drive encryption and the ability to set hard drive lock passwords. This protects stored data from unauthorized access and theft.
		4. Automatic Data Deletion: Temporary image data and job data can be automatically deleted from the hard drive after processing, reducing the risk of data breaches.
		5. Virus Protection: Some devices come with embedded BitDefender protection, providing an additional layer of security against malware and viruses.
		6. IP Address Filtering: Access to the devices can be restricted by IP address, preventing unauthorized network access and ensuring that only specified PCs can connect to the MFDs.
		7. Secure Print: The secure print feature ensures that documents are only printed when the user is physically present at the device, reducing the risk of sensitive information being left unattended.
		8. Copy Guard: This feature prevents unauthorized copying of confidential documents by embedding a security pattern in the printed output.
		9. Compliance with Standards: Konica Minolta devices meet various industry standards for IT security, including ISO/IEC 15408 (Common Criteria), and are designed to comply with regulations such as HIPAA, GDPR, and PCI.
		These comprehensive security features make Konica Minolta's devices well-suited for environments where data protection and secure document handling are critical.

# Table 8B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Subcategory (e.g., laser, inkjet, high speed, low volume) *	Offered *	Number of Models Proposed *	Device Capabilities (e.g., mobile, desktop, production) *	Comments	
77	Copiers	1 , , , , ,	○ No	Please see MFD numbers provided in #80	mobile, desktop, production	Konica Minolta Copiers are also Multi- Function Devices.	*
78		laser, high speed, high volume, low volume, wide format	<ul><li>G Yes</li><li>C No</li></ul>	41		We also offer HP printers in addition to Konica Minolta printers.	*
79	Scanners	high speed, low volume, high volume	⊙ Yes ⊜ No	63	mobile, desktop, production	We offer Kodak and Epson scanners.	*
80	Multi-Function Devices	laser, high speed, high volume, low volume	€ Yes € No	43	mobile, desktop, production	Konica Minolta Copiers are also Multi- Function Devices.	*

# Table 8C: Depth and Breadth of Offered Solutions

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

ine tem Category or Type	Subcategory	Offered *	Comments
--------------------------	-------------	-----------	----------

81	Hardware, software, and accessories, to the extent that they are complementary and directly related to the devices specified in 76 through 80.		© Yes ○ No	Konica Minolta offers a comprehensive portfolio of hardware, software, and accessories that complements and are directly related to multifunction devices, printers and managed IT services. Our product range includes multifunction printers (MFPs), production printers, scanners, software solutions for document management, workflow automation, and security. Accessories include paper handling options, finishers, and connectivity upgrades designed to enhance productivity and meet diverse business needs.
82	Services related to the solutions described in 76 thought 81:		© Yes ○ No	Konica Minolta provides a wide range of services tailored to support the devices specified. These include managed IT services, cloud solutions, cybersecurity, data backup, and recovery services. Our service offerings ensure seamless integration, optimal device performance, and comprehensive technical support.
83		Managed Print Services (MPS)	© Yes	Our Managed Print Services (MPS) deliver end-to- end management of print infrastructure, focusing on reducing costs, improving efficiency, and enhancing sustainability. MPS includes device monitoring, proactive maintenance, supply replenishment, and secure print solutions, ensuring a streamlined printing environment.
84		Access and/or security controls	© Yes	Konica Minolta provides a range of access and security controls solutions to safeguard both physical and digital environments. Our offerings include user authentication systems, secure print release, badge-based access controls, and audit tracking features. These solutions integrate seamlessly with our devices to ensure secure access to sensitive documents and compliance with data protection safeguards.
85		Networking	© Yes ○ No	Konica Minolta's IT Services division specializes in network integration and optimization. Our solutions include network setup, device configuration, and connectivity support, ensuring seamless communication between devices and systems for optimal performance.
86		Installation	€ Yes € No	Professional installation services are provided for all Konica Minolta devices and solutions. Our certified technicians ensure proper setup, device configuration, and user training to facilitate a smooth implementation process and minimize downtime.
87		Monitoring and/or testing	© Yes ○ No	We offer continuous device monitoring and testing as part of our service agreements. Real-time monitoring helps identify issues proactively, ensuring minimal disruptions, while regular testing verifies optimal device functionality and performance.
88		Maintenance and/or repair	€ Yes € No	Konica Minolta provides comprehensive maintenance and repair services through our nationwide network of certified technicians. Our maintenance programs include preventative checks, on-site repairs, and priority response times to ensure device reliability and longevity.

89	Warranty program	<ul><li>G Yes</li><li>C No</li></ul>	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 brandnew 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.	

#### **Exceptions to Terms, Conditions, or Specifications Form**

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

#### **Documents**

#### Ensure your submission document(s) conforms to the following:

- 1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
- 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - Pricing Table 6 Pricing.zip Thursday November 21, 2024 09:19:16
  - <u>Financial Strength and Stability</u> Table 2A Financial Viability and Marketplace Success.zip Wednesday November 20, 2024 16:52:32
  - Marketing Plan/Samples Table 4 Marketing Plan.zip Wednesday November 20, 2024 17:30:49
  - WMBE/MBE/SBE or Related Certificates (optional)

Bid Number: RFP 112124

- <u>Standard Transaction Document Samples</u> Table 6 Standard Transaction Document Samples.zip Thursday November 21, 2024 11:32:33
- <u>Requested Exceptions</u> Table 9 Exceptions to Terms, Conditions, or Specifications Form.zip Thursday November 21, 2024 09:13:57
- Upload Additional Document Table 5A Value-Added Attributes.zip Wednesday November 20, 2024 17:53:27

#### Addenda, Terms and Conditions

#### PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

- 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 award.
- 3. The Proposer certifies that:
  - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
    - (i) Those prices;
    - (ii) The intention to submit an offer; or
    - (iii) The methods or factors used to calculate the prices offered.
- (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
  - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
- 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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
- 5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
- 6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
- 7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
- 8. Proposer its employees, agents, and subcontractors are not:
  - 1. 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;
  - 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <a href="https://sam.gov/SAM/">https://sam.gov/SAM/</a>; or
  - 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal 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, Director, Government Contracts, Konica Minolta Business Solutions U.S.A., Inc.

Bid Number: RFP 112124 Vendor Name: 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 obligations contemplated in the solicitation proposal.

#### 

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_7_Copiers_Printers_MFDs_RFP112124 Wed November 13 2024 04:31 PM	<b>⋈</b>	2
Addendum_6_Copiers_Printers_MFDs_RFP112124 Mon November 11 2024 04:01 PM	<b>⋈</b>	2
Addendum_5_Copiers_Printers_MFDs_RFP112124 Wed November 6 2024 02:34 PM	₩	1
Addendum_4_Copiers_Printers_MFDs_RPF112124 Fri October 25 2024 07:52 AM	<b>▽</b>	2
Addendum_3_Copiers_Printers_MFDs_RPF112124 Wed October 23 2024 02:19 PM	<b>▽</b>	1
Addendum_2_Copiers_Printers_MFDs_RPF112124 Thu October 17 2024 12:47 PM	<b>□</b>	3
Addendum_1_Copiers_Printers_MFDs_RPF112124 Wed October 16 2024 08:33 AM	<b>⋈</b>	1