

**Solicitation Number: 101223****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Konica Minolta Business Solutions U.S.A., Inc., 1595 Spring Hill Road, Suite 410, Vienna, VA 22102 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories from which Supplier was awarded a contract.

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

**1. TERM OF CONTRACT**

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

**EXPIRATION DATE AND EXTENSION.** This Contract expires December 15, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

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

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

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

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and that all Konica Minolta branded Equipment and Products are free from defects in design, materials, and workmanship. Third party Equipment and Products are subject exclusively to the third-party manufacturer's warranty. In addition, Supplier warrants the Konica Minolta branded Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended 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 extends beyond 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 Vendor to repair or replace the defective Equipment and/or Products or re-perform the deficient Services, or, if Vendor fails to correct such defect or deficiency within thirty (30) days of notice of a claim, to void the invoice for the defective Equipment or Product or deficient Services. Vendor shall have no obligation with respect to a warranty claim (i) if notified of such claim more than thirty (30) days after the Product in question was delivered or the Services in question were first performed or (ii) if the claim is the result of third-party hardware or software failures, or by the actions of Participating Entity or a third party. THIS SECTION SETS FORTH THE ONLY WARRANTIES MADE BY SUPPLIER. SUPPLIER HEREBY DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

### 3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

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

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

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

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

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

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

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

#### **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

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

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

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

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

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

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

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

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements, or product or solution-specific terms (e.g., Supplier's Video Security Solutions Terms and Conditions). Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions, (other than product or solution-specific terms) must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone

agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

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

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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

## **7. CUSTOMER SERVICE**

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

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

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

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales 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;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

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

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

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

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



## 9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer. Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

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

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract. Audits shall be subject to any reasonable conditions Supplier may impose to protect the confidentiality, integrity, and availability of its data and systems, shall be conducted during Supplier's normal business hours, with reasonable advance written notice to Supplier, and with minimal disruption to Supplier's business.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract 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. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.



## 11. INDEMNITY AND HOLD HARMLESS AND LIMITATION OF LIABILITY

**A. INDEMNIFICATION.** Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any third party claims or causes of action, including reasonable attorneys' fees for bodily injury, including death, or real or tangible property damage incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the 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 the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. 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 contract for any indirect, incidental, special, punitive, exemplary, or consequential damages (including without limitation, damages for interruption of services, loss of business, loss of profits, loss of revenue, loss of data, or loss or increased expense of use), whether in an action in contract, warranty, tort (including, without limitation, negligence), or strict liability, even if the parties have been advised of the possibility of such liabilities.

**B. NO LIABILITY. SUPPLIER'S EQUIPMENT AND SERVICES DO NOT CAUSE AND CANNOT ELIMINATE OCCURRENCES OF THE EVENTS THEY ARE INTENDED TO DETECT OR AVERT, INCLUDING, BUT NOT LIMITED TO, FIRES, FLOODS, BURGLARIES, ROBBERIES, ASSAULTS, BATTERIES, AND MEDICAL PROBLEMS. ALL WARRANTIES, EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED BY SUPPLIER. SUPPLIER MAKES NO WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE EQUIPMENT AND SERVICES PROVIDED WILL DETECT OR AVERT SUCH INCIDENTS OR THEIR CONSEQUENCES. SUPPLIER DOES NOT UNDERTAKE ANY RISK THAT THE PERSON OR PROPERTY OF OTHERS, MAY BE SUBJECT TO INJURY OR LOSS IF SUCH AN EVENT OCCURS. THE ALLOCATION OF SUCH RISK REMAINS WITH PARTICIPATING ENTITIES, NOT SUPPLIER.**

**C. TIME TO BRING CLAIM OR SUIT. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST SUPPLIER MORE THAN ONE (1) YEAR AFTER THE DATE OF THE INCIDENT THAT RESULTED IN THE LOSS, INJURY, OR DAMAGE, OR THE SHORTEST DURATION PERMITTED UNDER APPLICABLE LAW IF GREATER THAN ONE (1) YEAR.**

**D. BENEFIT TO OTHERS. THE PROVISIONS OF THIS SECTION SHALL APPLY TO AND BENEFIT SUPPLIER AND ITS AGENTS, EMPLOYEES, CONTRACTORS, SUBSIDIARIES, DEALERS, AFFILIATES, AND PARENTS (BOTH DIRECT AND INDIRECT).**

## 12. GOVERNMENT DATA PRACTICES

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

## 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

### A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
  - a. 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 and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
  - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
  - a. 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.
  - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of 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.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices,

informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

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

#### **16. SEVERABILITY**

If any provision of this Contract is found 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 Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

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

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.

3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

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

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

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

## **18. INSURANCE**

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

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

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

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

Minimum limits:

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

2. *Commercial General Liability Insurance.* 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, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect,

contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

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

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

Minimum Limits:

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

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event  
\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence  
\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to include Sourcewell and its Participating Entities, including their 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 Contract 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 Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

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

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

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

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 the Canadian government, as applicable; 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 Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

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

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-



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

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit

Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. 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.

G. 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).

H. 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.

I. 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.

J. 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.

K. 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 Contract 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.

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

M. 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.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract 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 Contract or any purchase by an authorized user.

O. 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 Contract or any purchase by a Participating Entity.

P. 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.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract 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.

R. 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.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

**22. CANCELLATION**

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

Sourcewell

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 12/21/2023 | 9:34 AM CST

Konica Minolta Business Solutions

U.S.A., Inc.  
DocuSigned by:  
*Kristen McKenna*  
By: 8AA1BAB6FBE54BB...  
Kristen McKenna  
Title: Director, Public Sector Contracts  
Date: 12/21/2023 | 10:23 AM EST

Approved:

DocuSigned by:  
  
By: 48BAF71B0894454...

Chad Coauette

Title: Executive Director/CEO

Date: 12/21/2023 | 9:36 AM CST

# RFP 101223 - Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

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## Vendor Details

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

## Submission Details

Created On: Tuesday August 29, 2023 09:18:55  
Submitted On: Wednesday October 11, 2023 11:47:20  
Submitted By: Nitzia Payne  
Email: statebids@kmbs.konicaminolta.us  
Transaction #: 2c50817d-0499-461c-a432-a23f0b3819b0  
Submitter's IP Address: 184.176.105.205

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**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).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Konica Minolta Business Solutions U.S.A., Inc. ("Konica Minolta")
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Force Security Solutions (Force) is a wholly owned subsidiary of Konica Minolta Business Solutions U.S.A., Inc
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	3AV14
5	Proposer Physical Address:	1595 Spring Hill Road, Suite 410, Vienna, VA 22182
6	Proposer website address (or addresses):	<a href="http://kmbs.konicaminolta.us">http://kmbs.konicaminolta.us</a>
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Kristen McKenna, Director Public Sector Contracts 1595 Spring Hill Road, Suite 410 Vienna, VA 22102 kristen.mckenna@kmbs.konicaminolta.us 703-760-3551
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kristen McKenna Director, Public Sector Contracts 1595 Spring Hill Road, Suite 410 Vienna, VA 22102 kristen.mckenna@kmbs.konicaminolta.us 703-760-3551
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Marc Biga National Director, Public Sector SLED Sales 1595 Spring Hill Road, Suite 410 Vienna, VA 22182 MBiga@kmbs.konicaminolta.us 720-290-2431  Nitzia Payne State and Cooperative Contract Specialist 1595 Spring Hill Road, Suite 410 Vienna, VA 22182 npayne@kmbs.konicaminolta.us 703-637-1540

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Konica Minolta's journey started 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.</p> <p>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.</p> <p>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 of investment as it relates to</p>



improved workflows for greater collaboration and productivity, increased efficiency and heightened security.

#### KONICA MINOLTA HISTORY

- 1873 - Konica Founded
- 1928 - Minolta 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 contribute to the creation of a high-quality society. We're determined to be a company vital to humanity by providing exciting innovation that exceeds everyone's expectations. We're committed to being a company that stands firmly in the tracks of our values even in difficult times with a solid and quality business base, ensuring we remain courageous and ready to provide new value in the face of any challenge. This is the reason Konica Minolta exists. And what guides everything we do as a company. It is our goal to identify the values that our customers and society as a whole, seek — and then do what we can do to meet those needs.

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

#### 6 Core Values

- Open and honest
- Innovative
- Inclusive and Collaborative
- Customer Centric
- Passionate
- Accountable

#### KONICA MINOLTA VIDEO SOLUTION SERVICES (VSS)

Konica Minolta has taken a further position of strength by making a financial investment in Mobotix, AG of Germany, which was founded in 1999, as a majority shareholder with 65% ownership in the company. Mobotix is known as a leading manufacturer of premium-quality, intelligent IP video systems and sets standards for innovative camera technologies and decentralized security solutions with the highest level of cybersecurity. Mobotix was founded in 1999 and is based in Langmeil, Germany. Mobotix has an in-house research and development department, an in-house production facility in Germany and operates distribution companies in New York, Dubai, Sydney, Paris and Madrid. Customers worldwide trust in the durability and reliability of Mobotix hardware and software. The flexibility, built-in intelligence and unparalleled data security of the company's solutions are appreciated in many industries. Mobotix products and solutions help customers in industries such as industrial manufacturing, retail, logistics and healthcare. With strong and international technology partnerships, the company will continue to expand its universal platform and develop new applications in the future.

The first video management software backend platform was introduced on the market in 1998, and the original camera hardware was introduced on the market in 1999.

Established in 2019, Konica Minolta's North American Business Innovation Center (BIC) with support from Konica Minolta Labs U.S., developed the REACT Video Solution Services. Utilizing the new, overarching Konica Minolta brand REACT, our offerings have been reconfigured as REACT Video Solution Services (VSS). This new offering represents the next phase of Konica Minolta's long history in innovation. Our VSS IoT devices and software solve our client's video security, thermal monitoring, and video management challenges by providing safety and security focused solutions as well as surveillance and industry-specific solutions using enhanced analytics to aid in process optimization.

#### PRESS Release August 2023

Konica Minolta Acquires Force Security Solutions

Strategic Move Enables Provision of True End-to-end Security Services and Solutions to Customers

August 23, 2023 09:34 ET| Source: Konica Minolta Business Solutions U.S.A., Inc. Ramsey, NJ, Aug. 23, 2023 (GLOBE NEWSWIRE) -- Konica Minolta Business Solutions U.S.A., Inc. (Konica Minolta U.S.A.) is pleased to announce the acquisition of Force Security Solutions (Force), a leading managed security services provider and systems integrator. Founded in 2003, Force provides state-of-the-art security

products and services, including risk assessments, the design and implementation of intrusion detection, access control and IP video surveillance technology.

With an increasingly critical need for more effective physical security measures at organizations across the U.S., Konica Minolta U.S.A. is dedicated to developing and offering smart security solutions to protect assets, staff and operations, and to guard against potential threats and liabilities through its video security solutions (VSS) portfolio. By acquiring Force, an end-to-end managed security service provider, Konica Minolta U.S.A. rounds out its established VSS offering and strengthens its ability to provide managed services and work closer with end customers.

"Our customers have identified physical security as a top priority for them and the acquisition of Force is a continuation of our focus on helping our customers digitally transform their environments" said Sam Errigo, President and CEO, Konica Minolta U.S.A. "With Force we will strengthen our vision for an AI driven end-to-end secure service approach to the market."

With a shared approach to grow with the cloud/AI/managed services, Konica Minolta U.S.A. sees great synergies for long-term success with Force. The company has a full-service direct integration footprint in the Washington, D.C. area, building a high-value solution-based business across both commercial and government customers. Konica Minolta U.S.A. will also continue to work with other integrators nationwide to provide managed security services.

"As a security system service provider, Force's strong customer focus in both commercial and government spaces will enable our VSS business unit to truly offer end-to-end solutions, using our award winning AI software and solutions and Force's strong service-based approach," said Vijay Raghavan, Senior Vice President, Digital Transformation and Emerging Businesses, Konica Minolta U.S.A. "Combined with our already successful VSS portfolio, we look to help our customers execute on the next generation of AI-driven IOT security services."

Through its consultative approach, Force performs thorough risk assessments and strives to educate its clients on the benefits of effective security processes, policies and supporting electric security technologies that ultimately mitigate risk and exposure for their clients.

"At Force, we are laser focused on providing our customers state-of-the-art, proactive security services and products so they won't be left vulnerable," said Ken Kocher, President, Force Security Solutions. "We could not be more excited to join Konica Minolta U.S.A. and be part of its growing video security solutions. This strategic move offers the opportunity to scale our business and meet the needs of the market in protecting the community at large."

#### About Force

Force Security Solutions provides the highest level of Electronic Security including Intrusion Detection, Access Control and IP Video Surveillance technology. Our standards are higher and your security is our priority. Our highly qualified security consultants and technical staff provide a unique blend of education and experience. We can design and implement state-of-the-art security products and services for your business. We put our resources to work to provide your business with security solutions that will provide you with the safety, security, and peace of mind you deserve, 100% of the time, so that you are always protected.

Below is a list of services and products that Force Security Solutions' offers:

#### SERVICES

- Integration - From configuring cameras to PoE switches to structured cabling services – ensure that cameras are professionally installed for the best performance.
- Alarm Monitoring - Monitoring services for burglar, fire, panic, electrical failures, elevators and many other alarms or trouble conditions.
- Crime Prevention Training - Crime prevention training and policy and procedure assistance. Learn how to address crimes and threats that may have an impact on your company and its profitability.
- Video Alarm Monitoring & Verified Two-way Audio- Proactive Force Watch Verified Audio and Video Surveillance System: get the peace-of-mind using our proactive monitoring of your system from anywhere in the world.
- Cellular Backup Communications - Providing redundant communications for added protection in case of IP Network or Telephone Line failure affecting the connectivity of your security system.
- Security Patrol & Alarm Response – With partners with some of the most respected Security Guard businesses and law Enforcement personnel in the area.
- Cyber Security - Choose from penetration and vulnerability assessments, scans, and wireless assessments. Provide security design review, anti-virus software, virtual private networks, backups, OS hardening and intrusion.

#### PRODUCTS

- Door Access Control - Control access into your building, office, church, school, warehouse and most secure areas – all while protecting your people and premises.
- Intrusion Detection Systems - Utilize flexible UL commercial systems for a combination of intrusion, fire, access control and network monitoring.
- Fire Alarm Systems - Provide a broad portfolio of detection devices for accurate, reliable fire detection and notification.
- Electronic Article Surveillance - Add Electronic Article Surveillance technology to stop theft and loss and to track items in inventory.

11	What are your company's expectations in the event of an award?	Konica Minolta's expectation for this award is to marry the power of the Sourcwell contract with our successes within the public safety space to accelerate security initiatives. We will use our Public Sector Sales Team of over 100 sales professionals dedicated to the public sector, 19 Government Account Managers and 17 Video Security Sales Executives and Engineers to promote this contract to solve customer challenges and bring forth safer schools, campuses, and government environments.	*
12	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.	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. Mobotix, a Konica Minolta majority interest held high end video security company, closed 3rd quarter of the business year 2022/23 with 20% growth YoY. Additionally, Konica Minolta Business Solutions U.S.A., Inc. acquired Force Security Solutions (Force), a leading managed security services provider and systems integrator in August 2023, which demonstrates our financial strength and continued commitment to Public Safety in the security services provider industry. Lastly, we have included a Dun and Bradstreet report, as well as the past 3 year's annual reports and audited financial reports for Konica Minolta as well as Mobotix.	*
13	What is your US market share for the solutions that you are proposing?	<p>The through line of the entire Konica Minolta portfolio and the proposed solutions here is the Internet of Things (IoT) cameras; our North American market share is 10%.</p> <p>As such, many of these solutions build from the technological connectivity and safety concerns within the business environments of our multi-function customers.</p> <ul style="list-style-type: none"> <li>Our multi-function printer A3 color North American (USA and Canada) market share of 15% and A3 black and white market share of 12% provides insights to public safety solutions including point-of-entry screening, perimeter surveillance and behavioral patterns.</li> </ul> <p>For the 12-month fiscal year period ending March 2023, the percent of total Konica Minolta Business Solutions U.S.A., Inc.'s. Business that is considered 'Digital Workplace' accounts for 15.6% of overall revenue.</p> <p>For the 5-month period ending August 2023, the percent of total Konica Minolta Business Solutions U.S.A., Inc.'s. Business that is considered 'Digital Workplace' accounts for 17.6% of overall revenue.</p>	*
14	What is your Canadian market share for the solutions that you are proposing?	At this time, Konica Minolta does not track our USA and Canadian market share separately, please see response to Question 13 with our combined North American market share totals.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>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?</p> <p>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?</p>	<p>Our proposed offering includes services that Konica Minolta is a direct service provider of, as well as software and hardware, through 80+ locations Nationwide. Konica Minolta's North American Business Innovation Center (BIC) with support from Konica Minolta Labs U.S., developed the REACT Video Solution Services. Utilizing the new, overarching Konica Minolta brand REACT, our offerings have been reconfigured as REACT Video Solution Services (VSS). Konica Minolta owns a 65% majority interest in Mobotix and has worked with Mobotix for approximately 6 years, qualifying us as a Gold Level investor.</p>	*

17	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.	<p>Konica Minolta as a company is able to provide all products and services proposed in this response to all 50 States and Canada. This includes our local teams holding the necessary licenses and certifications required in their territories.</p> <p>As a note, given the public safety nature of this contract, Konica Minolta is compliance with both Section 889 of the National Defense Authorization Act (NDAA) – prohibiting the government from procuring video and telecommunication equipment from certain Chinese companies and their subsidiaries – and the Federal Communications Commission (FCC) Secure Equipment Act of 2021 – extending the NDAA ban to more organizations in the public and private sector. Konica Minolta's VSS solutions feature Mobotix IoT devices made in Germany. Every model of these cameras are 100% compliant with NDAA legislation.</p> <p>Our corporate governance system and quality management system contribute to sustainable corporate growth, providing value to society and increased client satisfaction. Accreditation standards include:</p> <ul style="list-style-type: none"> <li>• ISO 9001 Quality Management</li> <li>• ISO 14001 Environmental Management</li> <li>• ISO 14024 Product Environmental Standard</li> <li>• ISO 20000 IT Service Management</li> <li>• ISO 26000 Social Responsibility</li> <li>• ISO 27001 Information Security Management</li> <li>• Common Criteria and ISO 15408 Product Safety Standard</li> <li>• Contractors Health and Safety Assessment Scheme (CHAS).</li> </ul>	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Konica Minolta has not had any contracts terminated, suspended or disbarments prior to the end of the contract term in the preceding ten (10) years to the best of our knowledge	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Mobotix Awards</p> <p>The Mobotix system has many applications across industries. The below awards recognize the commitment to the public safety solutions:</p> <ul style="list-style-type: none"> <li>• 2023 ASTORS Homeland Security Platinum Award from Campus Security &amp; Life Safety – REACT Visible Weapon Detection (School Security Solution).</li> <li>• 2022 ASTORS Homeland Security Platinum Award from American Security Today – FORXAI Secure Access Solution.</li> <li>• 2020 Two Bronze Stevie Awards in COVID-19 Response category of the International Business Awards – Konica Minolta's Return to Work solution was recognized for Most Valuable Technical Innovation (non-medical), and Konica Minolta's efforts to support employees, clients and dealer partners during the pandemic earned an award for most Valuable Corporate response.</li> <li>• 2020 ASTORS Homeland Security Platinum Award from American Security Today – Mobotix Thermal Screening Station recognized for Best Thermal, Infrared Camera System.</li> <li>• 2019 – Mobotix M73, intelligent camera, has won a 2019 IoT Integration Award for its innovations in commercial video surveillance. The IoT integration awards highlight the products that make lives better and jobs easier.</li> </ul> <p>Konica Minolta Awards</p> <ul style="list-style-type: none"> <li>• Global 100- Listed among the most sustainable corporations in the world at the World Economic Forum in 2023</li> <li>• Forbes Magazine- Named to the prestigious list of Best-In-State Employers in Forbes Magazine's 2021 "America's Best Employers."</li> <li>• Dow Jones Sustainability World Index</li> <li>• Highest Score in Economic and Environmental Dimensions in the Sector</li> <li>• DJSI World – nine consecutive years</li> <li>• DJSI Asia Pacific – twelve consecutive years</li> <li>• 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 Computers &amp; Peripherals and Office Electronics sector that was awarded Gold Class.</li> <li>• Carbon Disclosure Project (CDP) - Awarded a global leadership position on the Climate A List by CDP for disclosing extensive carbon emissions &amp; energy data-exemplifying a high level of transparency, for the fifth time. CDP is an international not-for-profit organization engaged in activities to realize a sustainable economy.</li> </ul>	*

20	What percentage of your sales are to the governmental sector in the past three years	For the 12-month periods ending August 2021, August 2022, and August 2023, the percent of Konica Minolta Business Solutions U.S.A., Inc.'s Direct Channel business (excluding service) in the KMBS-defined Government sector accounted for 12.2%, 12.5%, and 13.0% of overall revenue respectively.	*
21	What percentage of your sales are to the education sector in the past three years	<p>For the 12-month periods ending August 2021, August 2022, and August 2023, the percent of Konica Minolta Business Solutions U.S.A., Inc.'s Direct Channel business (excluding service) in the K-12 Education sector (1) accounted for 5.7%, 5.2%, and 7.3% of overall revenue respectively.</p> <p>For the 12-month periods ending August 2021, August 2022, and August 2023, the percent of Konica Minolta Business Solutions U.S.A., Inc.'s Direct Channel business (excluding service) in the Higher Education sector (2) accounted for 2.4%, 3.9%, and 3.9% of overall revenue respectively.</p> <p>For the 12-month periods ending August 2021, August 2022, and August 2023, the percent of Konica Minolta Business Solutions U.S.A., Inc.'s Direct Channel business (excluding service) in Other Education sectors (3) accounted for 0.9%, 0.7%, and 1.1% of overall revenue respectively.</p> <p>(1) Includes SIC code 8211 (elementary, secondary schools)  (2) Includes SIC codes 8221 (colleges), 8222 (Jr colleges), 8244 (busi/secry schools), 8249 (vocational schools)  (3) Includes SIC code 8231 (libraries), 8243 (data proc schools), 8299 (school svcs), 8531 (day care)  (4) Includes all other industries not in Education or Government above. Note that private colleges are included in Education above and not in this Private Sector figure.</p>	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>AEPA</p> <ul style="list-style-type: none"> <li>• 2022 - \$20,807,089</li> <li>• 2021 - \$21,534,970</li> <li>• 2020 - \$21,908,242</li> </ul> <p>NASPO ValuePoint (sales revenue accounts for 23 State PA Adoptions)</p> <ul style="list-style-type: none"> <li>• 2022 - \$30,025,944</li> <li>• 2021 - \$16,036,461</li> <li>• 2020 - \$32,756,869</li> </ul> <p>Region 4 ESC OMNIA Partners</p> <ul style="list-style-type: none"> <li>• 2022 - \$3,864,472</li> <li>• 2021 - \$1,872,272</li> <li>• 2020 - \$114,794</li> </ul> <p>Sourcewell 030321-KON</p> <ul style="list-style-type: none"> <li>• 2023 YTD - \$17,377,556.54</li> <li>• 2022 - \$24,953,737.26</li> <li>• 2021 - \$1,004,545.82</li> </ul> <p>Sourcewell 090320-KON</p> <ul style="list-style-type: none"> <li>• 2023 YTD - \$264,440.17</li> <li>• 2022 - \$762,449.51</li> <li>• 2021 - \$15,004.00</li> </ul> <p>Sourcewell 083116-KON</p> <ul style="list-style-type: none"> <li>• 2022 - \$7,102,164.85</li> <li>• 2021 - \$23,823,225.91</li> <li>• 2020 - \$30,453,625.29</li> </ul> <p>Sourcewell 022719-KON</p> <ul style="list-style-type: none"> <li>• 2023 YTD - \$45,669.52</li> <li>• 2022 - \$190,945.75</li> <li>• 2021 - \$114,576.60</li> <li>• 2020 - \$24,799.74</li> </ul> <p>Additionally Konica Minolta holds 25 Statewide Contracts within the following States: AZ, AR, CA, MA, MI, MS, NJ, NY, OH, PA, TN, TX - Sales data is available upon request.</p>	*
23	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?	<p>GS-03F-135DA</p> <ul style="list-style-type: none"> <li>• 2020 - \$15,237,648.74</li> <li>• 2021 - \$15,538,640.71</li> <li>• 2022 - \$15,821,718.71</li> </ul>	*

**Table 4: References/Testimonials**

**Line Item 24.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Hardeman County Sheriff (TN)	Leonard Brown	731-228-3000	*
Township of Hillside (NJ)	Vincent Ricciardi	973-926-5800	*
Yukon School District (AK)	Brad Kennon	907-374-9400	*

**Table 5: Top Five Government or Education Customers**

**Line Item 25.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Various Public Sector Entities	Government	Florida - FL	MFPs, Printers, Solutions, ECM, Professional Services, MPS, Wide Format, 3D, Classroom, IT Services, Security Cameras, Managed Voice	Ranges from \$50 - \$2M	\$34,729,539	*
Various Public Sector Entities	Government	Massachusetts - MA	MFPs, Printers, Solutions, ECM, Professional Services, MPS, Wide Format, 3D, Classroom, IT Services, Security Cameras, Managed Voice	Ranges from \$50 - \$2M	\$12,205,551	*
Various Public Sector Entities	Government	Arizona - AZ	MFPs, Printers, Solutions, ECM, Professional Services, MPS, Wide Format, 3D, Classroom, IT Services, Security Cameras, Managed Voice	Ranges from \$50 - \$2M	\$7,207,997	*
Various Public Sector Entities	Government	New York - NY	MFPs, Printers, Solutions, ECM, Professional Services, MPS, Wide Format, 3D, Classroom, IT Services, Security Cameras, Managed Voice	Ranges from \$50 - \$2M	\$6,807,306	*
Various Public Sector Entities	Government	Michigan - MI	MFPs, Printers, Solutions, ECM, Professional Services, MPS, Wide Format, 3D, Classroom, IT Services, Security Cameras, Managed Voice	Ranges from \$50 - \$2M	\$5,548,463	*

**Table 6: Ability to Sell and Deliver Service**

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 Item	Question	Response *
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26	Sales force.	<p>Konica Minolta's Public Sector sales force is composed of a National Director of Government Sales, 3 Regional Directors of Government Sales, and 19 Government Account Managers. The Government Account Managers are responsible for all State and Local Government, as well as National Cooperative sales. This team is sales focused on the top 750 accounts in the country based on opportunity identification, size and scope, and vertical fit. There is a mix of net new and incumbent accounts but the majority are new engagements based on research and relationship building.</p> <p>We also have a Public Sector Contracts department that is responsible for the overall management and compliance of all of our state and cooperative contracts. Our contracts department manages 60 State Contracts and 4 National Cooperative contracts.</p> <p>Our products and services are offered nationwide by more than 125 direct branch sales locations, and by a team of over 70 dedicated Video Security Solutions and IoT experts that specialize in Smart Camera and Video Surveillance. This network is responsible for both the sales and service of placed products and services. We have over 8,277 employees in North America to support this contract with our direct branches. We maintain 12 national distribution centers, including a major distribution warehouse complex in Brooks, Kentucky, just minutes from a central UPS shipping hub. Konica Minolta Business Solutions is committed to providing our clients with a world-class service program that complements our intelligent Video Security Solutions. We have gone to great lengths to establish a nationwide program that is effective, simple to manage and efficient in delivering comprehensive services, while also achieving our overall goals of increased reliability and customer satisfaction. All of our direct branches are responsible for upholding all terms, conditions and pricing of the contract, and selling in a professional manner to all eligible entities. They will be responsible for implementation and training the clients on the use of the equipment. Konica Minolta will hold quarterly meetings with our sales and servicing branches to discuss the contract, issues, sales progress and performance.</p>
27	Dealer network or other distribution methods.	<p>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 300+ Authorized Dealers with over 10,000 authorized dealer employees nationwide. These dealers are authorized to sell on our behalf as well as the ability to 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.</p>
28	Service force.	<p>Konica Minolta has a team of over 70 dedicated Video Security Solutions and IoT experts that have extensive varying levels of experience in Konica Minolta, Mobotix, and the Technology industry. This network is responsible for both the sales and service of placed products and services. We have over 8,277 employees nationally to support this contract with our direct branches. With 125 Direct Branch Sales Offices, fully supported by Konica Minolta Service and Technical experts, the Konica Minolta service model ensures that our participating agencies receive the same high level of service, compliant with Konica Minolta's prescribed standards, consistently across all locations.</p>



29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>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 make sure that 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 a 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 set date, a technician will follow within four hours after the delivery to install and our local trainer will call to schedule training.</p> <p>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.</p> <p>The collaboration amongst 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.</p> <p><b>Standard Order Process</b> Orders can be emailed (corporateordes@kmb.konicaminolta.us) for immediate processing. Konica Minolta has a hotline that customer can call between 8:30 am and 8pm 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.</p> <ul style="list-style-type: none"> <li>• Requested order is immediately input from the order- processing center through the KM Corporate Order Entry System.</li> <li>• Within 24 hours an Order Number is generated against the order input.</li> <li>• Within 24 hours inventory is checked for availability at the Branch Servicing Center (BSC).</li> <li>• Upon confirmation of inventory availability, a serial number is assigned to the order.</li> <li>• Upon assignment of a serial number, the schedule ship date/delivery date is confirmed.</li> <li>• Upon shipping, an invoice number is immediately generated.</li> <li>• 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).</li> <li>• Upon entry into SAP, the device(s) is immediately scheduled for technical setup at your location.</li> </ul> <p>All of the order information from 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.</p> <p><b>Expedited Order Process</b> Upon a customer's request for an expedited order processing, the sales representative will upload the order documentation into the system and will code it as a "rush". Once administration receives the request, they will prioritize the order and process it in accordance with our standard procedure.</p>
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Konica Minolta is committed to providing the best service and support to our participating agencies. Each and every client case is reviewed and managed to the appropriate service level. In the event a ticket requires escalation, our senior staff is available to help quickly bring the issue to closure. An escalation should be initiated when, after working through Konica Minolta's standard resolution process, the participating agency is not satisfied with the level of timeliness or service that has been provided.</p> <p><b>STANDARD HOURS OF OPERATION</b> Maintenance and Support Services will be available during the hours of 8 a.m. to 8 p.m., Eastern Time, Monday through Friday, excluding holidays.</p> <p><b>KONICA MINOLTA SUPPORT EXPECTATIONS</b></p> <p><b>SUPPORTED ITEMS</b></p> <ul style="list-style-type: none"> <li>• Software: Any software that has a current support and/or maintenance contract associated with it.</li> <li>• Hardware: Konica Minolta Support is available to troubleshoot hardware</li> </ul>

associated with the provided Konica Minolta Solution to determine root cause of an issue. See definition of support activities and scope below.

#### GOALS

- Konica Minolta's technical support philosophy is one that strives to provide organizations with the support services needed to maximize the benefits of the overall solution purchase. Konica Minolta's support programs are designed to ensure needs are met in a timely and efficient manner.
- Proactive follow-up on all open incidents in a reasonable amount of time based on Severity (see below).

#### ISSUE PRIORITIZATION

Support calls are prioritized on two criteria:

- The severity of the issue against other client software solutions in production
- The order in which they are received. Customer emergencies always take precedence over non-emergencies.

#### SUPPORT INCIDENT SEVERITY DEFINITION

- Severity 1: Complete system failure and/or critical business function failure. The supported solution is completely unavailable for all critical business units. Only a Production incident can be classified this severely. The goal is to resolve these issues as soon as possible.
  - Example: All users are unable to access the Konica Minolta solution.
- Severity 2: No system failure, but the Client's users are unable to access or execute critical system functions. The supported solution is intermittently unavailable for all users, or there is serious performance degradation to the point where the system is unusable. Single user issues can be escalated to this severity if the issue is preventing a critical business function. Only a Production incident can be classified this severely. The goal is to use best efforts to restore.
  - Example: Web client users attempt to retrieve documents receive an error message. Users with access to the Thick Client are still able to access documents.
- Severity 3: Application not performing per documentation, but the Client's users can perform basic job functions with alternate procedures. Non-Production environment (TEST) incidents are classified with this severity rating. Konica Minolta will provide fixes within a reasonable time and will inform the Client when fixes will be provided.

#### RESPONSE TIMEFRAMES

Response time is determined only after the problem has been properly received through KMBS's error reporting procedure and categorized into one of three levels:

- Respond to Severity 1 issues within one (1) working hour.
- Respond to Severity 2 issues within four (4) working hours and use best efforts to restore
- Respond to Severity 3 issues one (1) working day and will provide fixes within a reasonable time and will inform the Client when fixes will be provided

#### CLARIFYING SUPPORT ACTIVITIES

The purpose of this section is to solidify the activities of the Support Team. The following assumes that the client is in good standing with software maintenance. If maintenance is not active or a mutually agreed upon plan to activate maintenance is not in place, then all activity pertaining to this software is a billable event. If the client has never purchased this software, then the responsibility to address the question or issue is held with the KMBS Sales team. Incidents requiring additional fee-based resources will be coordinated by the client's Account Manager. KMBS Support will spend a reasonable amount of time triaging the issue(s) to determine the root cause and report to the client regarding whether the incident can be covered under normal support or if the work will require additional fee-based resources.

Included activities (per the "Support Guide" and "Maintenance Agreement"):

- Software defects that surface in the form of an error message and/or resulting in either a data integrity and/or data loss issue.
- Production issue is being experienced and a specific error message is being displayed.
- Non-Production issue is being experienced and a specific error message is being displayed.
- Published documentation contradicts actual behavior of the software (not to be confused with cases where documentation does not exist).

Conditions that can cause the activity to involve fee-based resources:

- Error message is determined to be related to system performance (network, database, resources, etc).
- Error message is determined to be related to an external application or system (Windows Operating System, Hardware, 3rd party application).
- Workflow, WorkView, or API solution will need to be modified to achieve desired results.
- The work was at one point in time accepted by the client (sign off sheet) and now the work is required to be changed, or changes are requested by the client.

		<ul style="list-style-type: none"> <li>Consulting, how to, and Training type questions. Client is inquiring how to design, create or configure a new solution for specific business problems. Client is asking KMBS to explain how a particular software component functions, when documentation is typically available online. Client is encouraged to utilize readily available online resources to receive documentation, review blog posts, etc.</li> </ul>	
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>The ability and willingness to provide products and services to participating agencies in the United States is evidenced in our annual revenue within the public sector and success through other Sourcewell contracts we hold. For this contract our Public Sector Sales Team is additionally supported by a team of over 40 dedicated to Video Security Solutions. The combination of expertise in public sector sales and the scope of this contract will result in a successful partnership for any participating agency.</p> <p>We have included our Video Security Solutions Terms and Conditions in our bid response. This Video Security Solutions Terms and Conditions document is provided to participating entities and is required with all Video Security Services transactions.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Konica Minolta can provide our products and services through our direct channels in Canada. If awarded, KMBS will coordinate with our Canadian teams to facilitate contract sales where possible.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Konica Minolta is able to fully support Sourcewell nationwide for all participating entity sectors.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	All hardware included in this proposal is delivered FOB Destination, delivered to the participating agency'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 participating agency requested location.	*

Table 7: Marketing Plan

Line Item	Question	Response *
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36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Konica Minolta's strength in marketing the Sourcewell contract will come from the combination of the Video Security Solutions Team and direct branches. These sales teams cover all 50 states and understand the local markets that they sell, deliver and provide services in. They have relationships with the schools, local governments, universities, non-profits and other qualified entities, many of which are current clients. Those relationships will greatly assist in our promotion of the Sourcewell contract. Konica Minolta has a Category Marketing Manager dedicated to our Digital Transformation portfolio which includes Video Security Solutions. They are responsible for the promotion of these products internally and externally in a joint strategy with our corporate marketing department. New, creative ideas are being introduced but our marketing initiatives will definitely include the following:</p> <ul style="list-style-type: none"> <li>• Internal Email Campaign to Channel Sales Teams – In order to create awareness and expertise to the Sourcewell contract, Konica Minolta will create an internal email campaign that will highlight the benefits of Sourcewell's Contract for all participating agencies and for the individual sales reps. The campaign will also spotlight product updates, success stories and the addition of field resource materials.</li> <li>• Konica Minolta - Sourcewell Website – Konica Minolta will create a customer-facing website for contract information, pricing catalogs, product information and sales contact information. The website will be used to post contract updates and other customer marketing materials.</li> <li>• Marketing Materials – Konica Minolta will create contract specific marketing materials highlighting Konica Minolta and Sourcewell's partnership and benefits to public sector clients. These materials may be customized and made available to Sourcewell for use in Sourcewell marketing publications. We will also co-brand Konica Minolta brochures and sell sheets that will provide features and benefits of Sourcewell and Konica Minolta products that are available on Sourcewell's Contract.</li> <li>• Email Campaign– Konica Minolta will use our public sector database to run an email campaign that will continually bring the Konica Minolta products and services available on the Sourcewell's contract to current and prospective participating agencies.</li> <li>• National Conferences and Trade Shows – Konica Minolta will attend government and education procurement conferences and trade shows to showcase our offerings and to promote the Sourcewell contract. Konica Minolta will attend shows like NIGP, ASBO, NAEP, ISTE and any other shows that Sourcewell recommends to promote video security solutions. Our branches also attend the many local conferences and expos in their markets to showcase Konica Minolta products, the Sourcewell contract and their local sales teams.</li> <li>• Video Security Roadshows - Konica Minolta is taking our Video Security Solutions on the road! We currently have monthly events that take place in key markets to invite customers and prospects in to see our Video Security products and features like Visible Weapons Detection. These events give public sector decision makers a front row seat to see how Konica Minolta can help in their mission to create safe schools and government environments.</li> </ul> <p>Sample marketing materials have been included (RoadShow Flyer, KM Video Security Offerings Marketing Flyer).</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Konica Minolta uses various forms of technology in marketing internally and externally to our clients.</p> <ul style="list-style-type: none"> <li>• Internal - We will use Konica Minolta's Learning Group to conduct a Government Sales Learn Track that sales teams are assigned. It covers the fundamentals for selling to the government and how to discuss cooperative contracts with government buyers and business managers. We have also created a learning track to include material about Sourcewell and will update that material to cover this contract upon award.</li> <li>• Sales teams also have access to our internal Government Portal which is located on a website available to all Konica Minolta employees and dealer personnel. Available on this site are internal newsletters that share success stories, sales strategies and Konica Minolta related news. We will use this platform to announce an award of the Sourcewell Contract and any other relevant news.</li> <li>• Our direct sales force uses a CRM system to collect customer data and uses it in the sales process. That data can also be used in marketing to those prospects using a variety of tools within the system to include email campaigns as previously mentioned in our marketing plan.</li> <li>• Konica Minolta Public Sector Sales resources have access to e.Republic's Government Navigator, GovSpend and ZoomInfo for their account identification and research needs. We provide consistent training and attention to the use of these tools to find customer initiatives, challenges and opportunities. They also provide our marketing team with comprehensive contact lists for marketing directly to individuals who would have interest in a specific product or service</li> <li>• External - Konica Minolta uses social media platforms such as Facebook, Twitter, LinkedIn, YouTube, Pinterest, Instagram and Flickr to provide followers information. These platforms will be used to announce a Sourcewell Contract award. We also use industry publications to make announcements and promote Konica Minolta and its partners.</li> <li>• As previously mentioned, Konica Minolta will also create a website for this Sourcewell contract to put information at the fingertips of our clients and prospects.</li> </ul>

38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Konica Minolta's Public Sector Team believes that a strong partnership with Sourcewell will provide an opportunity to collaborate on marketing efforts which will result in mutual success. We would request a marketing strategy meeting with our Sourcewell Contract Manager upon award to learn the best practices of Sourcewell and its most successful vendors for this contract. Below are some of the items that Konica Minolta would look to Sourcewell for help in promoting our contract.</p> <ul style="list-style-type: none"> <li>• Member Communication of Award – Upon award, we would request Sourcewell's resources to launch Konica Minolta's contract award. This could be done via a live introduction webinar at the Sourcewell office and other mediums that Sourcewell would recommend.</li> <li>• Konica Minolta Updates – Konica Minolta would utilize Sourcewell's resources to update clients on the addition of products and/or services or any other contract related information.</li> <li>• Customer Engagements – Konica Minolta would request assistance from Sourcewell on participating agency engagements including answering member questions, prospective client meetings, contract validation discussions and any other contract related engagements that require Sourcewell assistance to move an opportunity forward.</li> <li>• Konica Minolta Training – We would request assistance with Regional and Local Sales Meetings to share Sourcewell's cooperative contract talk track and benefits in your words. On occasion, we would ask that Sourcewell be involved in specific branch meetings that are focused on a specific market or participating agency engagement. Some meetings will be in person but many times a webinar or conference call would suffice.</li> <li>• Sourcewell Member Product Showcases – We like to showcase our industry-leading technology to captive audiences. In doing so, we can introduce innovative ideas to Sourcewell members that can transform their work environments or reduce their costs. We would request Sourcewell's assistance in inviting members to view Konica Minolta's Product Showcases which could be webinars or, on occasion, demonstrations using Sourcewell or Konica Minolta video productions.</li> <li>• Email / Direct Mail Introduction of Konica Minolta to Sourcewell Membership – With Sourcewell's assistance, Konica Minolta would request access to a membership list with email addresses and /or mailing addresses to introduce Konica Minolta technologies to the Sourcewell membership and provide information on what we have to offer via the Sourcewell contract. The membership list would also be used for other Sourcewell approved communications such as product announcements, product showcase invitations or other exciting updates.</li> </ul> <p>Our vertically assigned branch sales teams have well established sales processes that include a cooperative contract sales track. Our Sourcewell training will provide them the information they need to market the Sourcewell contract's benefits and scope of solutions to current and prospective clients. Materials will be made readily available to the sales teams so they can actively promote Sourcewell in their everyday sales processes.</p>
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Currently, we have a dedicated website for Sourcewell members to view product specifications and awarded pricing. Konica Minolta is in the process of finalizing an e-commerce platform, called the Konica Minolta eShop. Additionally, we participate in the Buy Sourcewell platform on the other Sourcewell contracts that we hold.</p>

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Konica Minolta with its wide breadth of product offerings, provides end to end security solutions for Sourcewell participating entities. These include but are not limited to; Mobotix Video Surveillance, IOT and Software solutions to include on-premise Video Management Systems and Cloud Video applications, Video Alarm Verification, Access Control and Artificial Intelligence applications. All of these offerings come with the options for installation, programming, and setup by one of the 125 brick and mortar Konica Minolta branches and or one of the 300+ North American Konica Minolta dealers. All products and services come with standard end user training at no additional cost.</p>
41	Describe any technological advances that your proposed products or services offer.	<p>Mobotix IP video security solutions include self-contained cameras operating with on-board sensors, microprocessors and IoT technology. These systems not only collect data, they analyze it and convert that data into valuable, actionable information for a greater degree of intelligence allowing for a proactive and preventative element to your Customer's security system. This allows Konica Minolta to integrate with various systems in order to tailor both public safety solutions and the resulting incident notifications.</p> <p>Based on a completely new hardware design, the new Mobotix Mx7 IOT camera line now incorporates both Artificial Intelligence and Deep Learning models directly in the camera for detection of things like: Weapons Detection, Fire, Smoke, Loitering, Object based analytics, and parking analytics to name a few. Couple this with a breadth of user interfaces (on premise VMS to Cloud Video Surveillance as a Service) allows Sourcewell Entities to meet a wide range of field requirements.</p>



42

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

Based on our Philosophy and Vision, Konica Minolta has created an environmental policy that is reducing the environmental impact of every business process we conduct resulting in new social and economic value. Protecting our planet is a top priority of our leaders and employees. Our broad array of environmental initiatives include eliminating pollutants, reducing energy consumption and creating products and solutions that help our clients realize their own sustainability goals. We strive to assist our clients and are enabling them to construct their own environmental plans for becoming kinder to the environment. Our approach contributes to creating shared value (CSV) for environmental improvement with our 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 have achieved acclaim as being some of the best in the world, having the number one position in the overall manufacturing sector of the Nikkei Environmental Management Survey as well as receiving first-tier ratings in international CSR and SRI assessments.

Konica Minolta was listed Among 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 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 to 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®, which is 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 is our own unique system for evaluating and certifying products with superior environmental performance. To date, all of our sites have achieved a 12 percent reduction in CO2 emissions per unit of production.

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.



43	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>We are proud that Konica Minolta products meet or exceed the requirements of the world's most widely recognized certifications. When you choose our products, you can rest assured that you are making environmentally conscious decisions while maintaining high quality, performance and reliability.</p> <p>Nikkei Environmental Management Survey: Ranked #1 of 413 companies for the 2nd consecutive year in the 19th annual Nikkei Environmental Management Survey, an evaluation of sustainability initiatives in environmental and business management.</p> <p>Blue 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.</p> <p>Dow Jones Sustainability World Index: Highest Score in Economic and Environmental Dimensions in the Sector</p> <p>ECO LEAF Labelling: The ECO LEAF labelling provides information on the environmental impact of a product, based on quantitative measurement of the environmental performance through the product's entire life cycle, from raw material procurement to production, sales, usage, disposal, and recycling. Konica Minolta provides environmental impact data relating to its office equipment through the ECO LEAF.</p> <p>ENERGY STAR: Products that meet certain standards can be registered as ENERGY STAR devices as part of an energy saving program for office equipment. Implemented in 1995 through an agreement between the Japanese and US governments, the international program has expanded with the participation of the EU, Canada, Australia, New Zealand, Taiwan and other countries. Konica Minolta joined the ENERGY STAR program early on, and most of our products now fulfill the ENERGY STAR requirements.</p> <p>EPEAT®: Managed by the Green Electronics Council, EPEAT® has been a comprehensive environmental rating that helps identify greener computers and other electronic e equipment since 2006. Imaging equipment was added as a new product category in 2013. It ranks products as gold, silver or bronze based on fifty nine environmental performance criteria considering life cycle of imaging equipment.</p> <p>EcoLogo: North America's most widely recognized and respected environmental certification program. Launched by the Canadian Federal Government in 1988, EcoLogo has grown to serve buyers and sellers of green products throughout Canada, the United States, and around the world.</p> <p>RoHS2 &amp; Declaration of Conformity: Effective since July 2006 on the European market, the RoHS Directive (Restriction of Hazardous Substances) was superseded in January 2013 by the new RoHS 2 Directive, which integrates RoHS 2 into the Declaration of Conformity. As a result, the CE mark now covers RoHS 2 Compliance and replaces the former 'RoHS 2 and not only avoids the listed substances in the RoHS-designated products but has discontinued the use of these substances in all office products.</p> <p>Eco Mark: The Eco Mark program is operated by the Japan Environment Association (JEA), founded in 1989. Products displaying the Eco Mark symbol are certified as being useful for environmental preservation.</p> <p>Additional Certifications:</p> <p>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.</p> <p>GRI/ISO26000/United Nations GI: Konica Minolta refers 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).</p> <p>Dow Jones Sustainability World Index: Konica Minolta has been named to the Dow Jones Sustainability World Index (DJSI World) for eight years in a row in recognition of its economic, environmental and social performance. Konica Minolta has also been named to the Dow Jones Sustainability Asia Pacific Index (DJSI Asia Pacific) for the eleventh consecutive year.</p>
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44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>While Konica Minolta is not a small, minority or woman owned business enterprise, we are committed to the sourcing of materials and services from suppliers who are at least 51% owned and operated by one of the following categories or ethnicities:</p> <ul style="list-style-type: none"> <li>• Small Disadvantaged Businesses</li> <li>• Minority-owned businesses</li> <li>• Women-owned businesses</li> <li>• Disabled-owned businesses</li> <li>• Veteran-owned businesses</li> <li>• LGBT businesses</li> </ul> <p>In all aspects of our purchasing and performance we encourage the utilization of Minority, Women Owned, and Disadvantaged business enterprises. On many contracts, Konica Minolta utilizes these enterprises to support the lease financing, delivery and service maintenance needs of our devices.</p> <p>Additionally, our Strategic Alliance program works to establish partners or teams with companies that have minority or hub zone certification both on a State and Federal level to pursue both public sector and private sector business opportunities. The Strategic Alliance program allows Konica Minolta to form partnerships with the following minority certifications (Women Owned, African American Owned, Veteran Owned, Asian American Owned, Native owned and Hispanic American Owned) in support of opportunities within specific geographies or in support of specific contracts. Partnerships are based on the needs of the specific opportunity, statement of work, partner's useful business function in overall solution, financial viability, contract requirements and 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.</p>	*
45	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?	<p>Konica Minolta employs over 5,155 people nationwide within our direct branches, and over 300 authorized dealers nationwide. 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 security and surveillance management needs of client companies throughout North America in a minimum amount of time.</p> <p>Over the past 15 years, Konica Minolta has expanded upon its portfolio and is now a leader in security solutions, enterprise content management, technology optimization and cloud services. Security Services has become a top priority as we work internally and to coordinate with other companies that provide these services nationally.</p> <p>Not only do we provide our own safety &amp; security consultants for intelligent security programs, Konica Minolta has globally sourced "best in class" technologies that provides safeguard notifications and alerts to onsite staff, security officers and first responders with the added technology that gives them early recognition to problem individuals or situations that can be detected. These types of IP security cameras, as provided by Mobotix, include customized alert notifications in real time and single pane of glass on-premise and or cloud enterprise managed video management systems.</p> <p>Konica Minolta has taken a further position of strength in making a financial investment in Mobotix, AG of Germany in that we are a majority shareholder with 65% ownership in the company as we are providing worldwide offerings.</p> <p>Konica Minolta is a long-standing vendor partner with Sourcewell for our traditional offerings relative to copy, print, fax, scan and workflow solutions. We now bring a new dimension in helping keep America's schools and businesses safer with our Video Security Solutions technology. We provide the personnel and resources to provide this comprehensive technology and consultancy to all Sourcewell purchasing entities throughout North America.</p>	*

**Table 9: Warranty**

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

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	<p>Yes. 5-year Warranty for All MOBOTIX Cameras.</p> <p>The following wear parts and defective conditions are excluded from the 5-year warranty:</p> <ul style="list-style-type: none"> <li>• Motorized or zoom lens, pan- and tilt motors, fan, timing belt pulleys, belt, slip ring, ATX power, adaptor, bubble of PTZ cover, hard drive, SD-cards.</li> <li>• Consumable parts such as batteries and MicroSD cards have a limited warranty of 6 months.</li> <li>• Items from suppliers other than Mobotix come with a one-year manufacturer's warranty.</li> <li>• 90-day warranty on parts and labor.</li> <li>• The warranty does not cover failure which results from alteration, accident, misuse, neglect, voltage fluctuations, lightning, water damage (or force majeure).</li> <li>• The warranty does not cover malfunction which results from external equipment or accessory. (e.g. damaged power cable).</li> <li>• The warranty does not cover failure which results from interfacing with non-standard or custom equipment.</li> <li>• The warranty does not apply faulty installation or adjustment of controls, or improper maintenance.</li> <li>• The warranty does not apply to the appearance of the product or loss of accessory items.</li> </ul> <p>To receive product replacement and or warranty support, the customer is required to comply with the manufacturer's standard product registration process as well the standard product return policy that may include prior contact with manufacturer Technical Support, returning defective materials in the original packaging along with all original connectors, cable assemblies, connectors, and all original documentation.</p> <p>Warranty Coverage does not include damage or malfunction due to accident, acts of nature (including lightning strikes), improper operation, power surge/loss, misuse, neglect, unauthorized modification, or repair or use in a manner for which the equipment was not intended. Nor does it cover technician services for troubleshooting, removing, or replacing any failed component not covered by this warranty.</p>
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	At this time, these costs are not included in the warranty process.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Konica Minolta has trained technicians throughout its entire service organization. Most repairs can be completed remotely without any need for a technician to be on site.
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Konica Minolta in most circumstances will act as the intermediary to ensure that the clients' needs and expectations are met specifically as it pertains to warranty items.
51	What are your proposed exchange and return programs and policies?	Konica Minolta adheres to the Return Policies of the manufacturers, which vary based on the product sold and the timeline for return. Return information related to Mobotix is included as part of the FAQ provided as a supplement to this response.
52	Describe any service contract options for the items included in your proposal.	Support and service contracts are available for the vast majority of items offered by Konica Minolta. Konica Minolta also offers our Global Call Center that is available to support the devices sold under this contract. At the end of a maintenance agreement contract or once each successive 12-month period, KMBS and our authorized dealers may increase the maintenance or support charges. The annual increase in the maintenance and base usage charges will not exceed 12%.

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Net 30 days
54	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Konica Minolta has several financing options we can offer Sourcewell members:</p> <p>NCL will offer leasing terms from 12-72 months on transactions from \$15,000.00 and up. Programs will be offered with Tax Exempt Municipal Lease Purchase agreements as well \$1.00 Purchase Options.</p> <p>Konica Minolta Premier Finance (USA) We administer financing through our Konica Minolta Premier Finance (KMPF) program. KMPF is the private label leasing program of Konica Minolta. We hold a portion of the transactions we originate internally as leases and rentals. The balance of our transactions are billed and collected by a wide variety of financial services partners from large banks to specialty services providers. Any transaction that we assign, only the rights, title and interest in the equipment portion of a lease payment pass to a partner, with all other contractual obligations remaining with KMBS. All transactions are governed by extensive Operating Agreements designed to protect our customers and ensure a world-class customer experience.</p> <p>Through these financing programs, we can offer the following suite of Finance Solutions:</p> <ol style="list-style-type: none"> <li>1. Dollar Buyout Leases – 24 - 60 month terms (applicable only to Hardware Financing)</li> <li>2. True Municipal Finance Programs – 24 - 60 month terms <ul style="list-style-type: none"> <li>• Minimum transaction size \$20,000 and the customer must qualify</li> </ul> </li> <li>3. Software Only Finance Program – 24 - 60 month term</li> <li>4. Purchase Order Only Lease Program (ancillary documents may be required). <ul style="list-style-type: none"> <li>• Customer Must Qualify</li> <li>• Details on Purchase Order Only Program are provided below.</li> <li>• Purchase Order only transactions. The following language must be incorporated into the members or participating entity's purchase order: <ul style="list-style-type: none"> <li>▪ This purchase order incorporates the terms and conditions of the Konica Minolta Sourcewell Contract No. XXXX specifically those financing terms from the Financing Agreement referenced in Table 10, attached to Contract as Exhibit A and Exhibit A-1 as set forth in <a href="https://kmb.s.konicaminolta.us/kmb.s/microsites/sourcewell">https://kmb.s.konicaminolta.us/kmb.s/microsites/sourcewell</a> contract for full terms and conditions that govern and control financing transactions which we have read and expressly agree to be bound by, as the controlling terms over any preprinted terms stated on this purchase order.</li> </ul> </li> </ul> </li> </ol> <p>We have included our KMPF Finance Agreements in our bid response. The KMPF Finance agreements are separate and standalone agreements. In event of any conflicts among the terms or conditions of the Sourcewell Contract #XXXX and/or Contract regarding the financing of any Equipment, Product or Services (as defined in RFP 101223 Section II.B.), the Financing Agreement terms shall control.</p> <p>Several states have recently implemented certain rules requiring specific disclosures as it relates to \$1 out leases. As of 1/1/2024 there are 5 states, with 14 additional states expected to follow. Due to these disclosures, leasing, while still available, may have slight variations to the origination process, including showing the "Bank" as lessor. As with all leases originated through Konica Minolta, we remain fully obligated to perform our contractual commitments under the contract.</p> <p>Konica Minolta Premier Finance Canada We administer financing through our KMPF program. Konica Minolta Premier Finance is the private label leasing program of Konica Minolta Business Canada Solutions (Canada) Ltd. Our transactions are billed and collected by a wide variety of financial services partners from large banks to specialty services providers. Any</p>

		<p>transaction that we assign, only the rights, title and interest in the equipment portion of a lease payment pass to a partner, with all other contractual obligations remaining with KMBS. All transactions are governed by extensive Operating Agreements designed to protect our customers and ensure a world-class customer experience.</p> <p>\Through the KMPF program, we can offer the following suite of Finance Solutions:</p> <ol style="list-style-type: none"> <li>1. Dollar Buyout Leases – 24 - 60 month terms.</li> <li>2. Software Only Finance Program – 24 - 60 month term.</li> </ol>	
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>Konica Minolta establishes a Master Agreement (“MA”) in SAP at time of award, which represents the complete contractual relationship between Konica Minolta and a customer or group of related customers. This MA # directly correlates to the issued contract number.</p> <p>Order documents are prepared for either purchase or lease and submitted directly to the assigned dedicated Account Management Team. The order department will then process the order through our SAP-based operations system against the assigned MA number, once orders are processed the transactions data automatically flows through our SAP-based operating system.</p> <p>Upon receipt of an order request from a client the Konica Minolta Account Representative will process the requested order as follows:</p> <ol style="list-style-type: none"> <li>1. Requested order is immediately input from the order-processing center through the Konica Minolta Corporate Order Entry System.</li> <li>2. Within 24 hours an Order Number is generated against the order input.</li> <li>3. Within 24 hours inventory is checked for availability at the Branch Servicing Center.</li> <li>4. If applicable, upon confirmation of inventory availability, a serial number is assigned to the order.</li> <li>5. Upon generation of software licenses, customers are provided a copy of the software licenses via email.</li> <li>6. 48 hours after licenses being distributed, the invoice number is generated.</li> <li>7. Upon software license distribution, the Konica Minolta Professional Services Team will schedule for implementation as required.</li> </ol>	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell 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 3% 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. Members may also pay by check, ACH or bank debit to avoid the surcharge	*

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *
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57	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.	<p>Konica Minolta is providing Sourcewell participating members 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). Due to the varying requirements of Security Services from member agencies, certain line items within the catalog may be expressed as \$0, \$.01 or \$1. For clarification, \$0 line items reflect no cost to the agency, whereas \$.01 - \$1 line items reflect a need for scope of work development and the cost is unable to be provided in this format and determined by the specific needs of the agency. This is an industry standard practice. Please see the attached price list and MSRP price that have been uploaded in the document attachments section of this response.</p> <p>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 <a href="http://www.oanda.com">www.oanda.com</a>. 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.</p>	*
58	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.	<p>5% off MSRP:</p> <ul style="list-style-type: none"> <li>• Category B - Permanently mounted or installed video camera and recording solutions designed for all law enforcement, school resource officers, corrections, first responders, and emergency medical services: <ul style="list-style-type: none"> <li>i. Vehicles and fire rescue apparatus;</li> <li>ii. Watercraft;</li> <li>iii. Interview rooms, processing and holding areas; and,</li> <li>iv. Portable surveillance systems, both towed and vehicle mounted.</li> </ul> </li> <li>• Category C - Video capable threat and weapons detection.</li> <li>• Category E - Technology, data storage, advanced analytics, redaction, and management software solutions and applications for self-hosted, cloud-based, and hybrid systems that are complementary to the offering of the solutions in subsections.</li> </ul> <p>0% off MSRP - Delivery and Installation Services</p>	*
59	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.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>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 participating agency 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 participating agency may have to sign our KMBS standard terms and conditions for the open market items.</p> <p>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. This will be quoted at time of request.</p>	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>We have listed pricing for the following on our price list:</p> <ul style="list-style-type: none"> <li>• Installation</li> <li>• Professional Services</li> <li>• Delivery</li> <li>• Delivery to remote areas of Alaska and Hawaii (case by case)</li> <li>• Warranty</li> </ul> <p>For Hardware, Software and Services all items are identified individually on our price list.</p>	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping charges are included in the 48-contiguous states.	*
63	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 KMBS' invoice on an Open Market basis.	*



64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Konica Minolta has included all of our standard delivery and installation methods in our proposal. In the past, we have utilized very unique abilities to provide critical services, for example; Installation with cranes, and deliveries to very remote areas via snowmobiles, bush pilots and ferries. Although rare, we are committed to thinking outside the box and exhausting every method needed to meet the needs of our clients.	*
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**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	d. other than what the Proposer typically offers (please describe).	Konica Minolta discounts are similar as what we typically offer to cooperative procurement organizations, or state purchasing departments.



**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>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 KMBS 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.</p> <p>Master Agreement, orders and administrative fee payment and reporting will be managed by our KMBS 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.</p> <p>Konica Minolta has a Business Intelligence Resource group that handles our sales reporting. We have dedicated individuals that handle all of 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 timely to our public sector customers.</p>
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Konica Minolta's Public Sector Team understands that the award of a national cooperative contract does not end its process. We are constantly evaluating contracts within our cooperative contract portfolio to understand the strengths and weaknesses with each. As such among our internal metrics are the following examples:</p> <ul style="list-style-type: none"> <li>• Monthly Revenue: Revenue reporting provides the guidance to evaluate the strengths and weaknesses of our use of the national cooperative contract. This information allows us to pivot with the field sales organization to advance the contract within specific participating entity sectors.</li> <li>• 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.</li> <li>• Executive Metrics Reviews: We share metrics on a quarterly basis to our executive and business leaders to review resource allocation, sales alignment and set expectations for the next quarter.</li> </ul>
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Konica Minolta proposes a standard administrative fee payable to Sourcewell as follows: 2% on hardware.

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

Line Item	Question	Response *
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69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>(IoT cameras and access control) Mobotix is the pioneer of IP video systems, creating the first IP cameras that do not require any central PC (DVR). This decentralized in-camera intelligence allows users to build cost-effective systems that can be easily used for automatic video recording. The customer has the choice between onboard devices (SD card) standard IT storage or storage of video in the cloud.</p> <p>Like your smartphone, the Mobotix IP video security solutions include self-contained cameras operating with on-board sensors, microprocessors and IoT technology. These systems not only collect data, they analyze it and convert that data into valuable, actionable information for a greater degree of intelligence allowing for a proactive and preventative element to your Customer's security system.</p> <p>Specific to the public safety scope of this contract, the Konica Minolta REACT platform (brochure included) enables facility security teams to work more efficiently with real-time event alerts from one or multiple video streams, and review information from the REACT modules on a comprehensive dashboard. While video streams are on-going for all cameras, using REACT, they can bookmark a stream of images for events to re-examine footage and report on events over time.</p> <p>Each moment, security teams focus on the video streams. If there are many to oversee, something may get missed, unless they have alerts in place. Real-time monitoring by the human eye is the traditional method of video security monitoring, but Artificial Intelligence (AI) has changed that.</p> <p>For example, in a global operations center overseeing 100+ locations, analysts respond and triage events, such as for building access. The sheer volume of IP camera events makes it impractical for the security staff to manually review each one, leaving potential breaches hidden amidst thousands of IP camera events. With AI they can be more efficient in monitoring multiple camera streams, and have greater clarity to review an event.</p> <p>REACT detects a problem, notifies the VMS and based on the business rules, can pop up a window with the camera view. The team gets immediate clarity.</p> <ul style="list-style-type: none"> <li>• Mobotix HUB - On premise video management and storage systems offer a comprehensive set of features that allow a video system to be tailored to customers' challenges at an enterprise level. The server to store video and audio files is located at a physical location with secure, distributed accessibility.</li> <li>• IPTechView - Cloud video management and image storage for intelligent, decentralized cameras. Contains separate cloud portals for management and administration and user access. Securely manage deployments, access, monitoring &amp; managing video surveillance, IoT, and other Edge-Solutions all from a single pane of glass.</li> <li>• Includes full remote access on users devices of choice (Phones, Tablets, Laptops and Desktops) to all basic video surveillance features, live and recorded video for forensic review, recent activities views, supports local intermediate SD-Card storage and cloud-recording with defined retention times, single frame time-lapses, long-term archive of events of interest, proactive alerts and intuitive and easy sharing of video and live access for first responders.</li> <li>• Active Directory Option and unique add-on features like universal Alarm System integration and modular interfaces to integrate with external analytics and other IP technology solutions.</li> <li>• Elevated Body Temperature Solutions: Simple measurement for many applications - An automated, safe and intuitive elevated skin temperature measurement system.</li> </ul> <p>The Konica Minolta EBT Solutions reduce the risk of spreading viral diseases (Covid-19, influenza, etc.) in public areas and at the same time to make a better forecast of emerging geo-hotspots in order to carry out an early identification of potentially infectious persons.</p>
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70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Konica Minolta's security solutions fall under 5 major subcategories:</p> <ol style="list-style-type: none"> <li>1. Video Security Solutions- Protection of all buildings and staff with active deterrence using intelligent video surveillance. This is an effective way to monitor or prevent an intruder from invading a workplace and harming valued assets. The smart security camera systems offered by Konica Minolta help put participating entities' minds at ease with the video surveillance capabilities offering advanced protection with high resolution video streaming. Interior indoor cameras, as well as outdoor security cameras and thermal night-vision cameras are all available to add increased security.</li> <li>2. Video Analytics (AI) - Overlaying video analytics capabilities with high quality video surveillance enables automated detection of individuals, objects, and behaviors for real-time actions and notifications. Instead of requiring manual review of video feeds, leveraging video AI can enable objects/behaviors of interest to be automatically identified and categorized, and subsequent actions to be triggered based on defined rules and workflows, driving improved safety/security and operational efficiency.</li> <li>3. Professional Services- The Konica Minolta team is available to support and assist with any security project. Konica Minolta offers one-time or on-going support and maintenance for a participating entities' solution.</li> <li>4. Video Storage Retention- Whether in the cloud or on premise or something in between, Konica Monitoring offers a video storage solution that meets the participating entities' needs.</li> <li>5. Support- Konica Minolta offers support and maintenance for our clients and their peace of mind. Through Konica Minolta's Global Support Services participating entities can request support for their products from trained Konica Minolta specialists. Whether a participating entity is supplementing its small workforce or augmenting a larger operation for greater peace of mind, Konica Minolta Support Services can support their infrastructure.</li> </ol>
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**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

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

Line Item	Category or Type	Offered *	Comments
71	Portable and mobile video camera and recording solutions, such as body-worn, in-car, and equipment-mounted devices.	<input type="radio"/> Yes <input checked="" type="radio"/> No	No
72	Permanently mounted or installed video camera and recording solutions designed for all law enforcement, school resource officers, corrections, first responders, and emergency medical services.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes
73	Video capable threat and weapons detection.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes
74	Related equipment complementary to the offering of the solutions in 71-73 above, including automated activation devices, lasers, monitors, recorders, microphones, and transmitters.	<input type="radio"/> Yes <input checked="" type="radio"/> No	No
75	Technology, data storage, advanced analytics, redaction, and management software solutions and applications for self-hosted, cloud-based, and hybrid systems that are complementary to the offering of the solutions in 71-73 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes
76	Accessories complementary to the offering above, including docking stations, chargers, memory cards, cables, adapters, clips, mounts, batteries, holsters, and harnesses.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes
77	Services complementary to the offering above, including training, installation, and administration of warranty programs.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes

**Table 15: Industry Specific Questions**

Line Item	Question	Response *
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78	Describe the security features of your proposed solutions in relation to data security.	<p>MOBOTIX provides high-quality video surveillance systems that ensure comprehensive security in a modern, networked world. Fields of application include most demanding security areas like prisons, airports, or soccer stadiums because MOBOTIX systems have no restrictions in terms of number of users or cameras. In terms of reliability and quality, MOBOTIX provides unique characteristics that allow for operations in extreme weather or ambient conditions. A few to mention include:</p> <ol style="list-style-type: none"> <li>1. Operating temperature range –40 to 65 °C/–40 to 149 °F.</li> <li>2. IK protection class IK10 (housing).</li> <li>3. IP / NEMA protection class IP66 / NEMA 4X.</li> </ol> <p>MOBOTIX contributes to the safety of human beings and all assets worth protecting by having selected solutions certified with both global certifications such as EN54-10, as well as certifications to comply with local regulations (CNPP, VdS, Applus). MOBOTIX developed complete cybersecurity protection of end-to-end video security systems. Being certified with numerous certifications such as SySS, Secure by Default or NDAA, MOBOTIX is proven for setting high standards in cyber security.</p> <p>For an increased level of network security and a protected zone of privacy, MOBOTIX IP cameras integrate many special security technologies:</p> <ul style="list-style-type: none"> <li>• The customer password can only be reset in the MOBOTIX factory, meaning there is no hidden back door for camera thieves and hackers.</li> <li>• Extra-long passwords (up to 99 characters) with SHA-512 Hash and a display of password quality level.</li> <li>• The camera web server recognizes and blocks the execution of external scripts.</li> <li>• Effective protection against brute force attacks, where hackers systematically test passwords, as well as email alerts in the case of repeated login activities.</li> <li>• The scanning of network addresses is prevented by individually assigning port numbers.</li> <li>• Cameras allow access exclusively to defined IP addresses.</li> <li>• Highly secure 128-bit data encryption on all storage units and transmission paths (MxFFS).</li> <li>• Signed and tested camera firmware allows no malware.</li> <li>• Access to cameras is automatically logged on the web server. Free of charge firmware updates ensure consistently high system protection throughout the product's entire service life.</li> </ul> <p>Mobotix HUB (Video Management System) includes the following security features:</p> <ul style="list-style-type: none"> <li>• Physical separation - possibility for physical separation of camera networks and client network</li> <li>• Digital signature - digital signing of video databases and exports</li> <li>• Web and mobile safe - secure and encrypted (HTTPS) access for web and mobile client users</li> <li>• HTTPS - HTTPS-secure camera connectivity</li> <li>• NTLM authentication - option for Windows AD user authentication via Microsoft NTLM or Kerberos authentication</li> <li>• Audit reports - audit log provides full traceability of user actions</li> <li>• Encryption - encryption and password protection of video databases and exports</li> <li>• User rights management - strict and time-controlled user rights management, enforced on the server side</li> <li>• Third-party safety - full authentication and authorization of third-party applications integrated via integration platform SDK</li> </ul> <p>[REACT] The REACT Platform has built in Role Based Access Control for Authentication and Login to the REACT Admin console.</p> <p>A REACT Admin can create sub Roles (Write/Read only) for other users in their organization. All access to the REACT platform is logged with the IP address of User for auditing purposes.</p> <p>There is built in protection for brute force password attacks by locking the service for 5 minutes after 3 unsuccessful login attempts. The Admin passwords are stored in the REACT DB using BCrypt and never exposed in the clear.</p> <p>All data communication between browser "Client" and REACT Service is over SSL (customer provided certificate). The entire Database (partition) can be optionally encrypted using LUKS DM-CRYPT with AES-256 encryption standard.</p> <p>If Face Recognition (Biometric) is used as an AI module in REACT, the Admin has the ability to set privacy levels mapping to business and privacy requirements. REACT can automatically blur faces for Minors, Users who have not given permission to be part of the REACT system or delete any face biometric data immediately after detection.</p>
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79	Describe the data storage, Artificial Intelligence (AI) analytics, and management features and functionality as they relate to your proposed products.	<p>Data can be stored on-premise on the camera, server, NVR, or edge appliance (depending on the use case), or data can also be stored in the cloud (or in a hybrid manner). Our solutions have the flexibility to support different types of storage requirements and retention policies.</p> <p>Our REACT platform and MOBOTIX cameras offer a library of AI analytics, encompassing Security, Health/Safety, and Operations/Compliance. Some examples of AI analytics capabilities include: facial recognition, liveness (anti-spoofing), visible weapon detection, person/vehicle detection and counting, crowd density, loitering, direction of motion, object detection, license plate recognition, thermal monitoring, etc.</p> <p>Our portfolio includes on-premise and cloud-based Video Management Systems. The VMS manages the camera environment and handles video recordings; camera status, event alerts and notifications (refer to descriptions of HUB and IPTechView in response to question 69).</p>
80	Describe how your proposed product(s) or systems integrates with Computer Aided Dispatch, Records Management, Digital Evidence Management, and/or Situational Awareness Systems.	Integration with external systems such as those described here can be accomplished via API (REST API), webhook, or custom-developed integration for legacy systems. The metadata which is shared with these external systems can be customized based on the specific integration requirements.
81	Describe how your system allows for secured sharing of videos - file sharing systems.	The system allows secured sharing initially by user rights access under access control measures. The system defaults to the initialization of I and P frames; water marking authentic unedited video content data.
82	Detail how your system complies with Criminal Justice Information Systems (CJIS) security requirements.	The CJIS Security Policy contains a number of information security requirements and guidelines for the purposes of protecting data during its full life cycle, both at rest and in transit. While some specific aspects of the CJIS Security Policy are not relevant in the context of video solutions, Konica Minolta solutions in general adhere to the highest levels of information security protections. This includes cyber security protections, role based access control, data encryption, protection (and redaction) of PII, management of data retention policies, auditing/logging, secure authentication, etc. When reviewing compliance with CJIS Security Policy guidelines, one should review the broader context of the end-to-end system, which may include components outside of those provided by Konica Minolta. For specific Konica Minolta-provided solutions, the solutions have the flexibility to adhere to the technical information security requirements contained in the policy documents - however, we can also assist with ensuring that the end-to-end processes follow CJIS best practices.

### 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 11 Sourcewell RFP 101223 Pricing\_Konica Minolta\_Final.xlsx - Wednesday October 11, 2023 09:51:27
- [Financial Strength and Stability](#) - Table 2 Q.12 Financial Strength.zip - Tuesday October 10, 2023 18:42:09
- [Marketing Plan/Samples](#) - Table 7 Q.36 Marketing Plan.zip - Tuesday October 10, 2023 18:45:35
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- [Standard Transaction Document Samples](#) - Table 6 & 10 VSaaS KMPF Lease Agreement\_REACT Terms and Conditions.zip - Wednesday October 11, 2023 09:43:48
- [Upload Additional Document](#) - Table 14A Depth and Breadth REACT MM.pdf - Wednesday October 11, 2023 09:44:36
- [Requested Exceptions](#) - Table 16 Contract\_Template\_Exceptions\_RFP\_101223\_Public\_Safety\_Surveillance.docx - Tuesday October 10, 2023 18:50:57



## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  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: <https://sam.gov/SAM/>; 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 or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

Yes  No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_11_RFP_101223_Public_Safety_Surveillance</b> Thu October 5 2023 08:32 AM	<input checked="" type="checkbox"/>	3
<b>Addendum_10_RFP_101223_Public_Safety_Surveillance</b> Mon October 2 2023 03:56 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_9_RFP_101223_Public_Safety_Surveillance</b> Tue September 26 2023 03:16 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_8_RFP_101223_Public_Safety_Surveillance</b> Thu September 21 2023 04:09 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_7_RFP_101223_Public_Safety_Surveillance</b> Thu September 21 2023 07:35 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_6_RFP_101223_Public_Safety_Surveillance</b> Wed September 20 2023 12:49 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_5_RFP_101223_Public_Safety_Surveillance</b> Mon September 18 2023 03:49 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_RFP_101223_Public_Safety_Surveillance</b> Fri September 15 2023 10:52 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_RFP_101223_Public_Safety_Surveillance</b> Tue September 5 2023 03:47 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_RFP_101223_Public_Safety_Surveillance</b> Fri August 25 2023 01:53 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_1_RFP_101223_Public_Safety_Surveillance</b> Fri August 25 2023 11:11 AM	<input checked="" type="checkbox"/>	2