

**Solicitation Number: RFP #090320****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 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

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

**1. TERM OF CONTRACT**

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires November 2, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

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

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

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

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

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended, as such intended uses are specified in the RFP. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

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

### **3. PRICING**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

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

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

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

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

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

C. **PERFORMANCE BOND.** If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order.

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

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

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

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

## **7. CUSTOMER SERVICE**

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

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

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

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

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

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

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

The Vendor will submit a check payable 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 Sourcwell-assigned contract number in the memo and must be mailed to the

address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

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

## **11. LIABILITY**

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

Neither party (and in the case of Sourcewell, each Participating Entity) shall be liable to the other 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. All covered parties shall not be responsible for problems that occur as a result of the use of any third-party software or hardware or third party personnel.

## **12. AUDITS**

Sourcewell reserves the right to review the true and correct books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 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.

## **13. GOVERNMENT DATA PRACTICES**

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

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

## **14. INDEMNIFICATION**

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities (each an "Indemnitee") supplied by Vendor in violation of applicable patent or copyright laws ("IP Claims"); provided that Vendor shall have



no liability with respect to an IP Claim that results from (i) unauthorized modification or use of the Equipment or Products by such Indemnitee; (ii) combination, operation or use of the Equipment or Products with any products or services not provided by Vendor when infringement would not have occurred but for such combination, operation or use; or (iii) such Indemnitee's failure to make modifications or changes to the Equipment or Products requested by Vendor when infringement would not have occurred but for such failure.

## **15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
  - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
  - a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
  - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
  - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

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

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

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

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

### **17. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default 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.

### **18. SEVERABILITY**

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

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

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

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcwell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcwell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

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

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

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

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

## **20. INSURANCE**

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

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

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

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

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form

CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor'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, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

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

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Vendor agrees that renewal certificates shall be issued by their insurance brokers within 10 days after inception of the renewal policies. Renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Vendor agrees that its insurance policies and certificates shall contain standard cancellation language. Should any of the policies be canceled prior to the expiration thereof, notification shall be provided in accordance with policy provisions and by Vendor's insurance broker(s).

Upon request, Vendor must provide to Sourcewell copies of applicable certificates of insurance and applicable endorsements, within 10 days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

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

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

E. UMBRELLA/EXCESS LIABILITY. 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.

## **21. COMPLIANCE**

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

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

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

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

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

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

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

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-

1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

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

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

hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

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

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

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



required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

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

## **24. CANCELLATION**

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal.

Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

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

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

Title: Director of Operations & Procurement/CPO

Date: 10/27/2020 | 11:54 AM CDT

Approved:

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

Title: Executive Director/CEO

Date: 10/30/2020 | 2:41 PM CDT

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

Title: State and Cooperative Contract Manager

Date: 10/30/2020 | 3:36 PM EDT

# RFP 090320 - Public Sector and Education Administration Software Solutions with Related Services

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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: Thursday July 23, 2020 18:24:19  
Submitted On: Thursday September 03, 2020 09:56:25  
Submitted By: Nitzia Payne  
Email: statebids@kmbs.konicaminolta.us  
Transaction #: 2563fea8-61a0-49e7-a4bc-89b4b29f8dba  
Submitter's IP Address: 74.96.85.165

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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. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

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

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

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

reorganization aimed to accelerate various initiatives designed to increase corporate value by enhancing management capabilities in the Business Technologies Business, facilitating strategic and agile utilization of management resources, and building systems to support efficient operation.

#### KONICA MINOLTA TODAY

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

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

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

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

#### Our Philosophy and Core Values

##### The Creation of New Value

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

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

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

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

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

Industry longevity related to the requested equipment, products or services  
Konica Minolta has been providing document conversion services for over 25 years and converted over 2.5 billion documents in the United States alone. We specialize in solving the myriad of issues that data and document management present to today's office environment. Whether the customer needs a standalone system for the occasional archiving of documents or a full-scale process workflow and processing system, we can support their initiative. Konica Minolta excels in solving the myriad of issues that data and document management present to today's organizations. Whether it's a standalone system for the occasional archiving of documents, or a full-scale high volume capture, workflow, forms processing, Konica Minolta can support public sector organizations with Robotic Process Automation (RPA) and machine learning systems that involve all of day-to-day departmental processes. Our team of

		experts specializes in the conversion of documents and other media into electronic formats to create actionable information. The better the data being delivered to our customers, the faster they can use that information to process claims, view operational processes for streamlined improvements, change organization flow and improve the bottom line of their businesses.	
8	What are your company's expectations in the event of an award?	<p>Konica Minolta expects to provide Sourcewell with a contract scope that allows its members to implement digitalization initiatives through a single supplier rather than piecemeal solutions through multiple solicitations. This is the power of our vast offering through a single category of this RFP.</p> <p>Our research into the Enterprise Content Management (ECM) industry within the public sector estimates a \$1.5 - \$2B annual spend. This response engages each aspect of ECM industry an extensive array of products and services. In short, ECM is on the forefront of nearly every Sourcewell member's mind as evidenced by their short- and long-term IT goals. Therefore, our expectation is that this award – within the larger Administrative Software portfolio – increases the overall benefit and use through its alignment with current and future initiatives.</p>	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Please see attached past 3 years annual reports.</p> <p><b>BANK REFERENCE:</b>  Type of Account: Deposit  Account No. 50227866  Bank of America – Connecticut  185 Asylum Street  Hartford, CT 06103  Contact: Leslie Robertson – Vice President  Phone: 860-952-7490  Fax: 860-952-7515</p>	*
10	What is your US market share for the solutions that you are proposing?	<p>At this time, we do not track market share for the proposed solutions. Konica Minolta partners with some of the largest providers in this space, and continues to grow our technology offerings to provide Sourcewell members a more complete offering.</p> <p>We track market share in other segments of our business. Our multi-function printer A3 color market share is 17.4% and A3 black and white market share is 12.5%.</p>	*
11	What is your Canadian market share for the solutions that you are proposing?	Konica Minolta can provide our solutions through our direct channels in Canada. We do not track market share for the proposed solutions in Canada.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	<p>a) not applicable</p> <p>b) While Konica Minolta is a manufacturer within aspects of the business environment, as an authorized solution provider for the categories of this portfolio, our strength is an ability to serve Sourcewell members through a single point-of-contact. This relationship that spans across the ECM industry allows members to contract with a single supplier rather than multiple and disparate relationships.</p> <p>Our proposed offering includes services that Konica Minolta is a direct service provider of, as well as software and hardware that we are an authorized reseller. These services are offered nationwide by more than 120 direct branch sales locations, along with over 200 Konica Minolta employees who are solely dedicated experts in the field of Digital Transformation.</p>	*

14	<p>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>	<p>Konica Minolta holds a number of certifications above and beyond the requirements set forth by our partners. We have highlighted our partner certifications programs below.</p> <p>Hyland – Hyland suggests that all partners maintain at least two OnBase Certified Installers. In addition, Hyland offers certifications as outlined below. Each certification is good for a period of two years before recertification. Konica Minolta has multiple employees with the following certifications.</p> <ul style="list-style-type: none"> <li>• OnBase Certified Installer</li> <li>• OnBase Certified Workflow Engineer</li> <li>• OnBase WorkView Certification</li> <li>• OnBase Certified Support Engineer</li> <li>• OnBase Certified Application Programming Interface</li> </ul> <p>Square 9 – Square 9 suggest maintaining a Certified GlobalCapture Engineer. Konica Minolta holds certifications in the following:</p> <ul style="list-style-type: none"> <li>• Certified GlobalCapture Engineer</li> <li>• Certified GlobalAction Engineer</li> <li>• Certified GlobalForms Engineer</li> <li>• GlobalSearch User</li> <li>• GlobalSearch Manager</li> <li>• System Implementation Specialist</li> </ul> <p>Kofax – Kofax has a wide range of products and certification offerings. Konica Minolta currently holds 236 individual certification with Kofax.</p> <p>Nintex - The Konica Minolta ECM team has recently partnered with Nintex on a National ECM strategy. We are currently working on an aggressive strategy to grow our partner certifications. At the time of this submittal, Konica Minolta has 13 employees certified on Nintex products but that number is expected to grow. Konica Minolta would be happy to provide updated figures as requested.</p>
15	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Konica Minolta has not had any contracts terminated by either party prior to the end of the contract term in the preceding ten (10) years to the best of our knowledge.</p>

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

Line Item	Question	Response *
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16	Describe any relevant industry awards or recognition that your company has received in the past five years	<ul style="list-style-type: none"> <li>• 2019 - Konica Minolta has received 2019 Platinum and Diamond support award honors from Hyland Software for helping organizations operate more efficiently using the OnBase® solution.</li> <li>• 2016 - Received Diamond &amp; Platinum Support Award honors in 2016 for helping organizations operate more efficiently using the OnBase® enterprise content management (ECM) solution.</li> <li>• DocPoint Solutions (a Konica Minolta company) Wins 2020 Nintex Partner Award for Business Excellence: <a href="https://www.docpointsolutions.com/news/docpoint-solutions-wins-2020-nintex-partner-award-for-business-excellence/">https://www.docpointsolutions.com/news/docpoint-solutions-wins-2020-nintex-partner-award-for-business-excellence/</a></li> <li>• 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.</li> <li>• Forbes Magazine- Named to the prestigious list of U.S.-based companies in Forbes Magazine's 2016 "America's Best Employers."</li> <li>• Dow Jones Sustainability World Index <ul style="list-style-type: none"> <li>o Highest Score in Economic and Environmental Dimensions in the Sector</li> <li>o DJSI World – fourth consecutive year</li> <li>o DJSI Asia Pacific - seventh consecutive year</li> </ul> </li> <li>• RobecoSAM- Awarded Sustainability Silver Class 2016 &amp; Sustainability Gold Class 2015; a global distinction for corporate sustainability, by RobecoSAM, an investment specialist focused exclusively on Sustainability Investing, based in Switzerland.</li> <li>• Carbon Disclosure Project (CDP)- Konica Minolta has secured a position on the Japan 500 Climate Disclosure Leadership Index (CDLI) for the third year in a row, for disclosing extensive carbon emissions &amp; energy data-exemplifying a high level of transparency.</li> <li>• All Covered, a division of Konica Minolta <ul style="list-style-type: none"> <li>o Recognized as a Top 100 Cloud Service Provider (CSP) for the fourth consecutive year! -Penton Media's fifth-annual Talkin' Cloud 100 report</li> <li>o Recognized as one of the top Managed IT service providers for fifth consecutive year!</li> <li>o Named to the MSPmentor501 list as well as to CRN's Managed Service Provider Elite 150</li> </ul> </li> </ul>	
17	What percentage of your sales are to the governmental sector in the past three years	For the 12-month periods ending July 2018, July 2019, and July 2020, the percent of Konica Minolta's Direct Channel business (excluding service) in the KMBS-defined Government sector accounted for 9.9%, 9.3%, and 10.6% of overall revenue respectively.	
18	What percentage of your sales are to the education sector in the past three years	For the 12-month periods ending July 2018, July 2019, and July 2020, the percent of Konica Minolta's Direct Channel business (excluding service) in the Education sector accounted for 9.8%, 10.4%, and 8.8% of overall revenue respectively.	
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>AEPA</p> <ul style="list-style-type: none"> <li>• 2019 - \$27,877,950</li> <li>• 2018 - \$32,353,669</li> <li>• 2017 - \$37,387,411</li> </ul> <p>KPN Interactive White Boards</p> <ul style="list-style-type: none"> <li>• 2019 - \$192,265</li> <li>• 2018 - \$288,824</li> <li>• 2017 - \$1,362,305</li> </ul> <p>NASPO ValuePoint</p> <ul style="list-style-type: none"> <li>• 2019 - \$30,768,495</li> <li>• 2018 - \$32,153,999</li> <li>• 2017 - \$31,466,486</li> </ul> <p>Konica Minolta also currently holds a contract with Region 4 ESC, powered by OMNIA Partners for copiers and related products and services that was not effective until June 2020, as well as a KPN contract for security cameras that was awarded in January 2020.</p> <p>Konica Minolta currently holds 43 Statewide Contracts within the following States: AZ, AR, AL, AK, CA, CO, CT, FL, HI, IA, KY, MD, MA, MI, MO, MS, NE, ND, NV, NM, NJ, NY, OH, OK, PA, SC, SD, TX, UT, VT, WA, WI</p> <p>Sales data is available upon request.</p>	



20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GS-03F-135DA GS-25F-0030M (renewals only) <ul style="list-style-type: none"> <li>2018 - \$22,324,366.50</li> <li>2019 - \$22,964,615.48</li> <li>2020 - \$13.857, 000.38 (YTD)</li> </ul>	*
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**Table 4: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *	
North Kansas City Schools	Stacy Swenson, Director of Purchasing stacy.swenson@nkcschools.org	816-321-4450	*
Dallas College, District Service Center	Robert Gonzalez, Auxiliary Business Services Manager rgonzalez@dcccd.edu	972-860-4052	*
City of Mission Viejo	Sherry Merrifield, Administrative Services Analyst adminserves@cityofmissionviejo.org	949-470-3059	*

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

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

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

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

Describe your company's capability to meet the needs of 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 *

23	Sales force.	<p>Konica Minolta's Government sales force is comprised of a National Director of Government Sales, 2 Regional Director of Government Sales, 1 National Cooperative Sales Manager, and 11 Government Account Managers. The Government Account Managers are responsible for all State and Local Government, as well as National Cooperative sales.</p> <p>Our dedicated ECM sales team is comprised of 2 Vice Presidents, 2 Directors, and over 200 experts in the field of Digital Transformation.</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 43 State Contracts and 5 National Cooperative contracts.</p> <p>Our products and services are offered nationwide by more than 120 direct branch sales locations, and by a team of over 200 dedicated ECM experts that specialize in Digital Transformation. This network is responsible for both the sales and service of placed products and services. We have over 6,749 employees nationally 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, conveniently allowing us to serve the document production and management needs of client companies throughout North America in a minimum amount of time. Konica Minolta Business Solutions is committed to providing our customers with a world-class service program that complements our advanced product line. We have gone to great lengths to establish a nationwide service program that is effective, simple to manage and efficient in delivering comprehensive service, while also achieving our overall goals of increased reliability and customer satisfaction. To meet these goals, Konica Minolta has invested vast resources into the development of a Service Maintenance and Support program that is recognized by many experts as the best in the industry. With 120 Direct Branch Sales Offices, fully supported by Konica Minolta Service and Technical experts, the Konica Minolta service model ensures that our customers receive the same high level of service, compliant with Konica Minolta's prescribed standards, consistently across all locations.</p> <p>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 customers on the use of the equipment. After installation, they will be responsible for service on the equipment installed. Konica Minolta will hold quarterly meetings with our sales and servicing branches to discuss the contract, issues, sales progress and performance.</p>	*
24	Dealer network or other distribution methods.	The resulting contract will be supported nationwide by Konica Minolta direct branch operations, and our dedicated ECM support team.	*
25	Service force.	<p>Our products and services are offered nationwide by more than 120 direct branch sales locations, and by a team of over 200 dedicated ECM experts that specialize in Digital Transformation. This network is responsible for both the sales and service of placed products and services. We have over 6,749 employees nationally 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, conveniently allowing us to serve the document production and management needs of client companies throughout North America in a minimum amount of time. Konica Minolta Business Solutions is committed to providing our customers with a world-class service program that complements our advanced product line. We have gone to great lengths to establish a nationwide service program that is effective, simple to manage and efficient in delivering comprehensive service, while also achieving our overall goals of increased reliability and customer satisfaction. To meet these goals, Konica Minolta has invested vast resources into the development of a Service Maintenance and Support program that is recognized by many experts as the best in the industry. With 120 Direct Branch Sales Offices, fully supported by Konica Minolta Service and Technical experts, the Konica Minolta service model ensures that our customers receive the same high level of service, compliant with Konica Minolta's prescribed standards, consistently across all locations.</p> <p>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 customers on the use of the equipment. After installation, they will be responsible for service on the equipment installed. Konica Minolta will hold quarterly meetings with our sales and servicing branches to discuss the contract, issues, sales progress and performance.</p>	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Konica Minolta is committed to providing the best service and support to our customers. Each and every customer 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, a customer is not satisfied with the level of timeliness or service that has been provided.	

The Konica Minolta ECM Technical Support Team (aka The ECM Help Desk) assists customers who use, install or develop the solution provided by Konica Minolta. This document defines expectations between the Support Team and its customers, and will be circulated among clients in good account standing and who have signed a software maintenance contract. Additionally, it will be used to ensure the Technical Support Team is held to set standards to provide a guideline of information and expectations. This document defines the following:

- Contact Information
- When to engage the support team
- How to report an incident
- How to define issue severity
- Responsibilities (our support team and our customers)
- Hours of operation

#### HOW TO REPORT AN ISSUE

During normal business hours Konica Minolta Support is available by phone at: 800-362-8772 (option #1), or email at: [ecm.support@kmbs.konicaminolta.us](mailto:ecm.support@kmbs.konicaminolta.us). Issues can be submitted after hours via email.

#### STANDARD HOURS OF OPERATION

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.

#### KONICA MINOLTA SUPPORT EXPECTATIONS

##### SUPPORTED ITEMS

Software: Any software that has a current support and/or maintenance contract associated with it.

Hardware: Konica Minolta Support is available to troubleshoot hardware 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 supports 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

		<p>reasonable time and will inform the Client when fixes will be provided</p> <p><b>CLARIFYING SUPPORT ACTIVITIES</b></p> <p>The purpose of this section is to solidify the activities of the Support Team. The following assumes that the customer 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 customer 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 customer 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"):</p> <ul style="list-style-type: none"> <li>• Software defects that surface in the form of an error message and/or resulting in either a data integrity and/or data loss issue</li> <li>• Production issue is being experienced and a specific error message is being displayed.</li> <li>• Non-Production issue is being experienced and a specific error message is being displayed.</li> <li>• Published documentation contradicts actual behavior of the software (not to be confused with cases where documentation does not exist).</li> </ul> <p>Conditions that can cause the activity to involve fee-based resources:</p> <ul style="list-style-type: none"> <li>• Error message is determined to be related to system performance (network, database, resources, etc)</li> <li>• Error message is determined to be related to an external application or system (Windows Operating System, Hardware, 3rd party application)</li> <li>• Workflow, WorkView, or API solution will need to be modified to achieve desired results</li> <li>• The work was at one point in time accepted by the customer (sign off sheet) and now the work is required to be changed, or changes are requested by the customer.</li> <li>• Consulting, how to, and Training type questions</li> <li>• Customer is inquiring how to design, create or configure a new solution for specific business problems.</li> <li>• Customer is asking KMBS to explain how a particular software component functions, when documentations is typically available online.</li> <li>• Customer is encouraged to utilize readily available online resources to receive documentation, review blog posts, etc.</li> </ul>	
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	The ability and willingness to provide products and services to participating entities 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 200 individuals dedicated to Enterprise Content Management. The combination of expertise in public sector sales and the scope of this contract will result in a successful partnership for any participating entity.	*
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Konica Minolta can provide our products and services through our direct channels in Canada. If awarded, KMBS will coordinate with our Canadian teams to facilitate contract sales where possible.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Konica Minolta is able to fully support Sourcewell nationwide for all participating entity sectors.	*
31	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 customer's requested location within the 48 contiguous states and the District of Columbia. Any orders OCONUS (Outside the Continental US) deliveries are offered on an Open Market FOB Origin basis. If premium routing is requested, the additional charge shall be added as a separate item to KMBS' invoice on an Open Market basis. Prices do not include the cost of special equipment or rigging needed for delivery to the customer requested location.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
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32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Konica Minolta's strength in marketing the Sourcewell contract will come from the combination of the ECM Sales 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 customers. Those relationships will greatly assist in our promotion of the Sourcewell contract.</p> <p>Konica Minolta will also utilize our corporate marketing department to deploy our Sourcewell marketing strategy. Our marketing initiatives will 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 eligible customers 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 customers. 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 customers.</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. 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> </ul> <p>Sample marketing materials have been included (Email Campaign, Marketing Flyer).</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Konica Minolta uses various forms of technology in marketing internally and externally to our customers.</p> <p>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 government and how to discuss cooperative contracts with government buyers and business managers. We have also created a learn track to include material about Sourcewell and will update that material to cover this contract upon award.</p> <p>Sales teams also have access to our internal Government Portal which is located on a website available to all Konica Minolta employees. Available on this site are internal newsletters that share success stories, sales strategies and Konica Minolta related news. We will use this platform to announce an award of the Sourcewell Contract and any other relevant news.</p> <p>Konica Minolta's direct channel uses Brainshark to provide a 20-30 minute sales overview on a monthly basis. On this recorded overview, we will announce the Sourcewell award and provide a short overview of the Sourcewell benefits that we will be introducing to our public sector customers and prospects.</p> <p>Our direct sales force uses a CRM system to collect customer data and uses it in the sales process. That data can also be used in marketing to those prospects using a variety of tools within the system to include email campaigns as previously mentioned in our marketing plan.</p> <p>External - Konica Minolta uses social media platforms such as Facebook, Twitter, LinkedIn, YouTube, Pinterest, Instagram and Flickr to provide followers information. These platforms will be used to announce a Sourcewell Contract award. We also use industry publications to make announcements and promote Konica Minolta and its partners.</p> <p>Konica Minolta has also created the web series GovTV, which includes interviews of industry experts on government solutions. These interviews will be posted on Konica Minolta's YouTube channel. All of the solutions discussed will be available via the Sourcewell Contract.</p> <p>As previously mentioned, Konica Minolta will also create a website for this Sourcewell contract put information at the fingertips of our customers and prospects.</p>

34	<p>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>	<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 customer 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 customer engagements including answering member questions, prospective customer 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 customer 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 of 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 customers. Materials will be made readily available to the sales teams so they can actively promote Sourcewell in their everyday sales processes.</p>
35	<p>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>	<p>Due to the complexity, customization, and configuring of the products, software and services proposed, we do not offer the ability to order through our e-procurement system. There is significant room for error if a customer were to order something through this method, without working directly with our dedicated ECM team on preparing their order based on the customer specific SOW.</p>

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Konica Minolta views training and documentation as a critical success factor in any Content Management Solution implementation and its ongoing development and usage. We provide a comprehensive range of training services including system administrator training, train the trainer instruction, onsite end user training, customize manual and procedures development, online classes, and web based tutorials.</p> <p>Konica Minolta follows a "Train the Trainer" education model for ECM solution training. The "Train the Trainer" session will be conducted by the Konica Minolta ECM Solution Engineer and they will provide City's designated Trainer or System Administrator the necessary material and information to conduct the subsequent training of the end users.</p> <p>There are several benefits to this learning technique.</p> <ol style="list-style-type: none"> <li>1. Knowledge Retention – People tend to pay attention when they know that the next time they'll be the instructor.</li> <li>2. Learning by Teaching – Teaching a topic is the best way to reinforce knowledge. By encouraging staff to teach, they are encouraged to become experts.</li> <li>3. Creating Leaders – Teaching others builds leadership skills.</li> <li>4. Cost Reduction – Using a customer's own staff as instructors can dramatically reduce training expenditures.</li> <li>5. Training Follow Up – When trainers are public sector employees, there are increased opportunities for follow ups.</li> <li>6. Social Reinforcement – It has been shown that people are more likely to retain knowledge when they know the teacher.</li> <li>7. Skill Retention – By building a culture of teaching, greater depth of skill retention can be achieved within an organization.</li> </ol> <p><b>Solution Acceptance</b> Final Solution Acceptance is dependent solely upon the criteria defined in this Scope of Work, and any associated Change Orders that may result during the solution development life cycle.</p> <p><b>Administration Training</b> System Administration and Workflow Administration training is also available from our solutions providers. Konica Minolta ECM strongly recommends that a City representative enrolls and completes these courses prior to solution Go-Live. More information on course scheduling and pricing is available from your Solution Account Manager.</p>
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37	Describe any technological advances that your proposed products or services offer.	<p>Under our management philosophy, "The Creation of New Value," Konica Minolta strives to be a corporation that continues to create inspiring products and services, as well as a global corporation that leads the market with advanced technologies and reliability. Within the past two to three years, specifically in the business technology group, we have made many innovative enhancements to our powerful offerings increasing our dedication to being a trusted partner.</p> <p>Keying information from paper or a screen is not enough anymore in 2020. The disruption through advanced technologies is hitting every vertical industry, with insurance and outsourcing services being no exception. The automation's promise: improve quality, speed and functionality to drive revenue growth. Clients' needs a partner who has a proven track record of excellence in both the traditional areas of capture services, as well as the new world of document automation, robotic process automation and artificial intelligence. Most importantly, our clients need a partner who has a plan for the transition.</p> <p>In order to fully embrace document automation services, machine learning is at the top of the advanced cognitive technologies that are absolutely required. Only machine learning allows a system to efficiently answer questions like:</p> <ul style="list-style-type: none"> <li>• Where does a document end and where does a new one begin?</li> <li>• What are the topics covered by this document?</li> <li>• What particular customer information does it contain?</li> </ul> <p>Trained by watching and learning from Konica Minolta staff, our solution utilizes market-leading technology for supervised and unsupervised machine learning and online document training, enabling best-in-class automation rates. This automation is needed to overcome errors associated with manual data entry.</p> <p><b>Robotic Process Automation</b></p> <p>The merits of robotic process automation (RPA), a technology that has the power to increase productivity and accuracy by mimicking human activity in highly repetitive, volume intensive processes. The same RPA value proposition holds true in the outsourcing world. At Konica Minolta, we choose wisely how to apply human and robotic resources together. From within the BPM platform, robots can work on legacy or third-party systems whenever there is a need for real-time integration to deliver or to request information. Humans come into the scene for tasks with a need for creative or critical thinking. Our client's robots can talk to our robots in a way that they can share tasks or transfer the result from one robot to the other. This allows for limitless automation, still with a human touch.</p> <p><b>Artificial Intelligence</b></p> <p>Artificial Intelligence (AI) enriches traditional claim capture workflows with "spot-on" enhancements and cognitive abilities. A well-known AI category deals with artificial vision, which allows it to capture images and text in difficult environments. For example, such capabilities are essential in legacy desktop automation tasks or for customer facial recognition on a mobile device. Neura networks, natural language processing, and intelligent algorithms empower intelligent automation in various areas such as fraud detection, customer experience, predictive analytics, and many more. Konica Minolta is ready to enable these technologies, today and tomorrow.</p> <p><b>Workflow and Process Intelligence</b></p> <p>Beyond capture, true value lies in managing workflows and the underlying process structure. Konica Minolta' BPM system can execute full or bypassed parts of workflows and processes. In the claims process, this can be as simple as an erroneous communication with the biller, or an exception handling of a special situation with a sent in documentation. In addition, you identify bottlenecks and improvement areas within the business processes through the built-in predictive and actionable analytics center. Process analytics help on an operational level in many areas, such as preventing system failures and identifying real-time threats to business value goals like a drop in accuracy. It also enables you to build limitless management dashboards with no coding required.</p> <p><b>Future Automation Example I: Medical Claims</b></p> <p>In a perfect world, there exists a HIPAA compliant standard for the automated exchange of medical claim data between biller and claim processor: the EDI 837 transaction set. However, today's reality looks different as the brunt of medical claims are received on paper or as PDF images through fax and email channels. The breakdown of client's document volumes impressively underlines this trend. This adds the cost of keying the data of complex forms like the CMS-1500, UB-04 and dental claims. Konica Minolta offers an out-of-the box solution for automated medical claims capturing based on machine-learning algorithms and inherent rules of the underlying fields. Patient, provider and service line data are all validated, including ICD 9/10 and procedural codes, while matching with remittance data from the EOB. Simple exceptions can be directly addressed to the biller.</p>
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Based on our Philosophy and Vision, Konica Minolta has created an environmental policy that is reducing the environmental impact of every business process we conduct resulting in new social and economic value. Protecting our planet is a top priority of our leaders and employees. Our broad array of environmental initiatives include eliminating pollutants, reducing energy consumption and creating products and solutions that help our customers realize their own sustainability goals. We strive to assist our customers and are enabling them to construct their own environmental plans for becoming kinder to the environment. Our</p>



approach contributes to creating shared value (CSV) for environmental improvement with our customers, 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.

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.

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 power 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.

#### Awards and Certifications Prove We Care

We are proud that Konica Minolta products meet or exceed the requirements of the world's most widely recognized certifications. When a customer chooses our products, they can rest assured that you are making environmentally conscious decisions while maintaining high quality, performance and reliability.

#### Energy saving program for office equipment

ENERGY STAR: Products that meet certain standards can be registered as ENERGY STAR devices as part do 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.

#### The world's first environmental labelling system

Blue Angle: Launched in Germany in 1978 as the world's first environmental labelling system, the Blue Angle is awarded to products and services that have a smaller environmental impact. Since receiving the world's first Blue Angle certification in the field of copiers in January 1992, Konica Minolta has continued to receive certification for new products by clearing the certification bar each time it has been raised.

#### 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.

		<p>Konica Minolta provides environmental impact data relating to its office equipment through the ECO LEAF.</p> <p>RoHS2 &amp; Declaration of Conformity 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>Environmental Certification Program EcoLogo: is 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>Certified Useful for Environmental Preservation 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>
39	<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>	<ul style="list-style-type: none"> <li>• ISO9001</li> <li>• ISO14001</li> <li>• ISO17025</li> <li>• C-TPAT</li> <li>• RoHS</li> <li>• CE</li> <li>• UL</li> <li>• CPSC16</li> <li>• REACH</li> <li>• Barcode Capable</li> </ul>
40	<p>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>	<p>While Konica Minolta is not a small, minority or woman owned business enterprise, we are committed to the sourcing of materials and services from suppliers who are at least 51% owned and operated by one of the following categories or ethnicity's:</p> <ul style="list-style-type: none"> <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 customer need / preference. Once a partner is selected, a teaming agreement is drafted which is primarily governed by the statement of work associated with the opportunity. Konica Minolta can provide specific examples of some of our partnerships upon request.</p>
41	<p>What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?</p>	<p>Due to images and graphs Konica Minolta has included an attachment in our "Supporting Documents" zip file with our response to this question.</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 *
42	Do your warranties cover all products, parts, and labor?	<p>General response to Warranty Table: In the event of any service warranty claim, Konica Minolta or 3rd party (Consultant) shall re-perform any deficient services, or, if Consultant is unable to remedy such deficiency within thirty (30) days, to void the invoice for the deficient services. Consultant shall have no obligation with respect to a warranty claim (i) if notified of such claim more than thirty (30) days after the services in question were first performed or (ii) if the claim is the result of third-party hardware or software failures, or the actions of the end user or a third party. THE FOREGOING IS THE ONLY WARRANTY MADE BY CONSULTANT. CONSULTANT HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. ALL SOFTWARE AND HARDWARE PROVIDED OR INSTALLED BY CONSULTANT HEREUNDER ARE SUBJECT EXCLUSIVELY TO THE RESPECTIVE MANUFACTURER'S WARRANTY.</p> <p>Answer to Q42: All third party hardware and software furnished by Konica Minolta hereunder are subject exclusively to the respective manufacturer's warranty. Konica Minolta shall pass through to Sourcewell members all such applicable warranties.</p>
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	All software and hardware provided or installed by Konica Minolta are subject exclusively to the respective manufacturer's warranty, and do not impose usage limits or restrictions.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Category I - Yes, a local technician would be assigned to perform a repair. Not applicable to Categories D & J.
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	None in the United States We have geographic regions of Canada where we would not be able to market the resulting contract. We will identify these areas post award.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All third party hardware and software furnished by Konica Minolta hereunder are subject exclusively to the respective manufacturer's warranty. Konica Minolta shall pass through to Sourcewell members all such applicable warranties.
47	What are your proposed exchange and return programs and policies?	Please refer to attached documentation in the "Supporting Documents" zip file related to Kodak and Fujitsu scanners exchange and return policies.
48	Describe any service contract options for the items included in your proposal.	The maintenance and warranty pricing options vary by product and service in our proposal. The pricing and length of time is noted in the description of the available maintenance and/or warranty line item.

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

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Net 30 days

50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	<p>Konica Minolta Financing Options</p> <p>We administer financing options either directly through Konica Minolta, or one of our Premier Financing Partners. While these agreements are financed and held by our finance partners, all other contractual obligations remain with Konica Minolta.</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 \$25,000 and the customer must qualify</li> </ul> </li> <li>3. Software Only Finance Program – 24-60 month term</li> <li>4. Purchase Order Only Financing Program <ul style="list-style-type: none"> <li>• Details will be provided upon award</li> </ul> </li> </ol> <p>Konica Minolta has also partnered with NCL Government Capital (“NCL”), who is a current Sourcewell financing contract holder (#011620-NCL). By using NCL’s Sourcewell contract for the financing and Konica Minolta’s contract for the software system, the customer receives a turnkey solution and the entire project has satisfied their bid laws.</p> <p>NCL will offer leasing terms from 12-72 months on transactions from \$15,000.00 and up. Programs will be offered with both Tax Exempt Municipal Lease Purchase agreements as well as traditional \$1.00 Purchase Options.</p> <p>With the exception of the Purchase Order Only option, a Software Financing Agreement will require customer signature on a transactional basis. Konica Minolta may offer additional forms of lease/finance agreements from time to time based on individual entities specific needs.</p> <p>We have included our financing agreements for reference.</p>
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51	<p>Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.</p>	<p><b>Order Process</b>                  All ordering and sales reporting will be provided directly by Konica Minolta, our KMPF finance partners, and/or NCL under a resulting contract.                  Konica Minolta establishes a Master Agreement ("MA") in SAP at time of award, which represents the complete contractual relationship between Konica Minolta and a customer or group of related customers. This MA # directly correlates to the issued contract number.</p> <p>Order documents are prepared for either purchase or lease and submitted directly to the assigned dedicated Account Management Team. The order department will then process the order through our SAP-based operations system against the assigned MA number, once orders are processed the transactions data automatically flows through our SAP-based operating system.</p> <p>Upon receipt of an order request from a client the Konica Minolta Account Representative will process the requested order as follows:</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> <p><b>Quarterly Sales Reporting</b>                  Konica Minolta is currently an awarded vendor on two (2) Sourcewell contracts (MFD's and Unified Communications), which has given us experience using the preferred contract sales template. The data captured in our SAP-based operating system provides a wide array of information related to each transaction. Using a tool connected to SAP we run our sales reports based on the required criteria on Sourcewell's contract template. Should we receive an award under the resulting contract, Sourcewell will continue to receive timely and accurate reports from Konica Minolta.</p> <p>All ordering and sales reporting will be provided directly by Konica Minolta and/or our KMPF finance partners under a resulting contract.</p>
52	<p>Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?</p>	<p>Konica Minolta readily accepts and supports the use of procurement cards for ordering hardware and chargeable supplies. For purchases, there is no additional cost to Sourcewell Members. For leases, there is a nominal upcharge in the lease rate factor when a p-card is utilized.</p>

**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 *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Konica Minolta is providing Sourcwell 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 Sourcwell discounted price). Due to the varying requirements of ECM from member agencies, certain line items within the catalog may be expressed as \$0. \$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 determinate by the specific needs of the agency. This is an industry standard practice.
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Category D: up to 5% Category J: up to 5% Category I: up to 20%
55	Describe any quantity or volume discounts or rebate programs that you offer.	Konica Minolta will look at each opportunity on a case by case basis, and will offer spot discounting based on the customer's needs, and the competitiveness of that particular market.
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Depending on the product or service that was needed, if it falls within the scope of the resulting contract, we would first attempt to get the item added to the contract. If for some reason the customer needed it right away or we were not able to add it, Konica Minolta will offer them an open market price, based on a discount from MSRP. Depending on the product or service, the customer may have to sign our KMBS standard terms and conditions for the open market items.  OCONUS (Outside the Continental US) deliveries are offered on an Open Market FOB Origin basis. If premium routing is requested, the additional charge shall be added as a separate item to KMBS' invoice on an Open Market basis. This will be quoted at time of request.
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	For Category I we have listed pricing for the following on our price list: <ul style="list-style-type: none"> <li>● Installation</li> <li>● Training</li> <li>● Professional Services</li> <li>● Delivery</li> <li>● Delivery to remote areas of Alaska and Hawaii (case by case)</li> </ul> For Software and Services all items are identified individually on our price list.
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Some of our 3rd party products require that we charge for delivery (size, weight, complexity). These charges are indicated on our price list.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Category I - Any orders OCONUS (Outside the Continental US) deliveries are offered on an Open Market FOB Origin basis. If premium routing is requested, the additional charge shall be added as a separate item to KMBS' invoice on an Open Market basis.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Konica Minolta has included all of our standard delivery and installation methods in our proposal. A majority of our proposed offerings are Software, which is delivered electronically. However, in the past, we have utilized very unique abilities in the past to provide critical services, for example; Installation with cranes, and deliveries to very remote areas via snowmobiles, bush pilots and ferries. Although rare, we are committed to thinking outside the box and exhausting every method needed to meet the needs of our customers.

**Table 12: Pricing Offered**

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

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with 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.	<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.</p> <p>Additionally, we are subject to JSOX procedures that ensure thorough checks and balances and periodic audits to confirm that appropriate terms and conditions and pricing have been approved and are correctly loaded to the master agreement. Japan's Financial Instruments and Exchange Law is considered the Japanese version of Sarbanes-Oxley (SOX). The J-SOX compliance law introduces strict rules for the internal control of financial reporting in order to protect investors by improving the accuracy and reliability of corporate disclosures.</p> <p>Konica Minolta has a Business Intelligence Resource group that handles our sales reporting. We have dedicated individuals that handle all of our 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 government customers.</p>
63	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: 1% on all categories.

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Konica Minolta is proposing solutions and services for the following categories:</p> <p>Category D. Enterprise Content Management (ECM) solutions</p> <p>Our proposed ECM solutions are designed to increase workflow efficiency, storage, security and compliance by automating manual processes, digitizing paperwork and streamlining office tasks. With less energy spent on manual tasks, chasing documents and managing paper operations, more time will be available for customers to prioritize their most important tasks. Below are the primary goals and benefits of a Konica Minolta ECM solution:</p>

- Reducing Paper Overload- Printed documents, invoices, receipts, credit card statements, contracts and expense forms can lead to paper overload. Additionally, holding on to years' worth of archives leads to an expensive, inefficient and insecure storage problem. Our ECM solution helps manage this paper trail with a comprehensive solution tailored to the specific customer.
- Unnecessary Risk of Loss- Documents are easily misfiled, misplaced, or even picked up by the wrong person. Finding these missing documents represents a matter of misdirected time, money, energy along with the risk of security breaches, expensive audits and lawsuits. With ECM, digitally and centrally stored documents offer easy access and provide a solution to time wasted on lost documents
- ECM for Environmental Health- Going green, especially on the enterprise level, is a complex undertaking, and a crucial part of any environmental agenda. It can be a gradual process, but often begins with reducing resource usage, implementing recycling policies and encouraging people to print less and digitally store more. ECM and Document Capture can help departments go paperless and spare the environment.
- Better Data Security- The security of data is of paramount concern, leaving no room for unsecure, vulnerable paper-based processes that could lead to negative and expensive consequences. With an increasing number of compliance regulations and audits, keeping track of documents is a necessity for all government entities. Implementing a best-in-class ECM solution offers peace of mind with secure digital document capture, confidentiality rules and retention planning.
- Low Value Tasks- A low-value task is anything that draws time away from an entity, stopping it from performing to its full potential. Increasing productivity through automation will ultimately lower costs and improve workflows, empowering employees to "work smarter, not harder." Our ECM solution's automation capabilities help minimize low-value tasks, streamline work and build upon success.
- Different Document Versions-When customers need synchronized operations across their team, it is mission critical that all have access to the most current business documents like pricing lists, contracts and order forms. With an enterprise content management (ECM) solution that allows for document management and version/revision control, a user can safely create, revise and distribute critical business documents, and ensure all team members have secure, centralized access.
- Maximize Efficiency, Minimize Risk- The efficiency of business processes and management of compliance and regulatory risks is a priority that needs to be addressed. Seamlessly integrating an ECM solution within an existing core work application helps improve how documents are handled, manage risk and promote internal collaboration. Our ECM solution empowers users to be more efficient and effective, reducing costs and improving overall ROI.
- ECM Conversion- If an entity has a legacy ECM solution that adds costs without adding significant value, conversion is a viable path to consider. Konica Minolta is able to help customize a solution that reduces costs, aligns with IT investments, gains new efficiencies or mitigates risks from an outdated and under-performing system.
- Better Customer Experience- With the current landscape focused on speed and efficiency in data management, customers come with very high expectations, and systems need to keep up with those expectations. With ECM, the goal is to improve the enterprise and subsequently improve the customer experience. ECM provides easily accessed real-time information, visibility into the status of online transactions/requests and access from any personal device.
- Maximizing SharePoint- Microsoft SharePoint has become a popular program within private and public sector; our associated ECM solutions help maximize the system to its fullest potential. With ECM's improvements in storing, organizing/locating documents, ensuring consistency, managing metadata, increasing security and improving workflows, customers see better results in terms of reduced costs, optimized business processes and better adherence to industry compliance.

Category I. Equipment and accessories related to the offering of systems or solutions described in subsections 1.a. – 1.h. above, including hardware, peripherals, and accessories:

In support of our proposed ECM solutions, Konica Minolta is able to provide top of the line scanners to assist customers with digitizing files. Our available scanners include multiple price points based on need, with multiple options from Kodak and Fujitsu available. In addition, DIS Scanners which are tailored to ECM digitization are available in support of this offering.

Category J. Services related to the offering of systems or solutions described in subsections 1.a. – 1.i. above, including hosting, customization, integration, implementation, installation, maintenance, training, data collection, import, export and backup, record-keeping and reporting, mobile, cloud and web-based applications or platforms, customer service, auditing, compliance, security, and technical and user support.

Konica Minolta has a host of related services available to support the solutions and equipment being offered in this response. This includes the following service



		<p>categories:</p> <ul style="list-style-type: none"> <li>● Konica Minolta Professional Services</li> <li>● Konica Minolta BPO Services</li> <li>● All Covered Application Management</li> <li>● All Covered SharePoint Practice</li> </ul>
<p>65</p>	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Category D. Enterprise Content Management (ECM) solutions:</p> <ul style="list-style-type: none"> <li>● Process Collaboration and Management</li> <li>○ Identify the ability to streamline processes to overcome budget constraints</li> <li>○ Facilitate rapid policy changes to meet demand and public expectations</li> <li>○ Coordinate and communicate across government departments</li> <li>● Content Management</li> <li>○ Human Resources</li> <li>■ Policy and Procedure Sign Off</li> <li>■ Employee OnBoarding/OffBoarding</li> <li>■ Employee File Management (Hire to Retire)</li> <li>○ Electronic Form Submission</li> <li>■ Request for Services/Assistance</li> <li>■ Licensing Requests</li> <li>■ Complaint Filing</li> <li>○ Citizen Portals</li> <li>■ Record Search</li> <li>■ Form Submission</li> <li>○ Public Records Requests</li> <li>■ FOIA Requests Form, Agency Management, Delivery</li> <li>○ Disability Case Services</li> <li>■ Veteran Services</li> <li>■ ACO/Health Policy Commission</li> <li>● Business Process Outsourcing</li> <li>○ Backfile scanning of records</li> <li>■ Historical Records</li> <li>- Birth</li> <li>- Death &amp; Marriage</li> <li>- Register of Deed's</li> <li>- Maps</li> <li>- Photographs</li> <li>● Intelligent Automation</li> <li>○ Constituent Application Processing</li> <li>■ Mobile, Web or Paper submission</li> <li>■ Capture form data and information for further processing</li> <li>○ Public Assistance Programs</li> <li>■ Mobile, Web or Paper claim filing</li> <li>■ Capture claim data and information for further processing and decision making</li> <li>● Robotic Process Automation</li> <li>○ Customer Service</li> <li>■ Automate contact and call center processes, update system profiles, automate notifications</li> <li>○ Human Resources</li> <li>■ Payroll processing, onboarding tools, recruitment</li> <li>○ IT Management</li> <li>■ System monitoring, directory management</li> </ul> <p>Category I. Equipment and accessories related to the offering of systems or solutions described in subsections 1.a. – 1.h. above, including hardware, peripherals, and accessories:</p> <ul style="list-style-type: none"> <li>● Scanning Equipment</li> <li>○ Digitization</li> <li>○ Kodak Scanners</li> <li>○ Fujitsu Scanners</li> <li>○ DIS Scanners</li> </ul> <p>Category J. Services related to the offering of systems or solutions described in subsections 1.a. – 1.i. above, including hosting, customization, integration, implementation, installation, maintenance, training, data collection, import, export and backup, record-keeping and reporting, mobile, cloud and web-based applications or platforms, customer service, auditing, compliance, security, and technical and user support.</p> <ul style="list-style-type: none"> <li>● Konica Minolta Professional Services</li> <li>● Konica Minolta BPO Services</li> <li>● All Covered Application Management</li> <li>● All Covered SharePoint Practice</li> </ul>

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

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

Line Item	Category or Type	Offered *	Comments	
66	Enterprise resource planning (ERP) solutions	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a	*
67	Human resource information systems (HRIS)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a	*
68	Financial management systems	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a	*
69	Enterprise content management (ECM) solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our ECM response encompasses the strategies and tools used to capture, process, manage, store, preserve and access all information relevant to an agency	*
70	Student information systems (SIS)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a	*
71	Facility management software (FMS)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a	*
72	Court, corrections, law enforcement, or justice system software solutions	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a	*
73	Municipal services, inspections, and permitting management solutions	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a	*
74	Equipment and accessories related to the offering of systems or solutions described above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our ECM response encompasses the strategies and tools used to capture, process, manage, store, preserve and access all information relevant to an agency	*
75	Services related to the offering of systems or solutions described above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our ECM response encompasses the strategies and tools used to capture, process, manage, store, preserve and access all information relevant to an agency	*

**Table 15: Industry Specific Questions**

Line Item	Question	Response *	
76	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 use to address regions that are underperforming in their effort and develop best practices where region have found success.</li> </ul>	*
77	Describe connectivity and integration capabilities between your offered solution(s) and other software systems.	<p>Konica Minolta excels in integrating Content Management Solutions with mission critical line of business applications. We have extensive experience and technical knowledge of various custom development languages, and web services platforms, as well as the APIs for our ECM Solutions. We have experience working with multiple, enterprise level systems in a variety of environments, and can integrate directly with the current line of business system deployments.</p> <p>Many integration options are available for integration into 3rd party applications. In many cases the line of business application will be aware of an industry leading software platform. The Konica Minolta implementation team is able to communicate with the 3rd party software provider on behalf of the client in order to find the most efficient integration methods for those applications.</p>	*

78	Describe your migration, customization, and upgrade processes.	<p>The conversion process can be broken down as follows:</p> <ul style="list-style-type: none"> <li>• Gather data from source. Validate indexing assumptions</li> <li>• Cleanup</li> <li>• Normalization</li> <li>• Conversion testing, acceptance tests, production, monitoring, reporting</li> </ul> <p>The documents to be migrated are assumed to be fully indexed with associated metadata. The conversion process will extract such data, evaluated for potential issues when migrated to OnBase, manipulated as necessary in order to be used to populate the database. Any detected anomalies or issues that would require more than typically level of effort will be reported for further Client review and action. No field is assumed mandatory, i.e. any of these fields may be blank or null and will be migrated intact. Unless otherwise negotiated, no attempt will be made to automatically or manually parse or validate any of these fields. Any request for additional fields must be separately discussed and quoted. Any fields require but not included in the 3rd Party Repository database will be considered Out of Scope and may require a change order. However, if the Client provides a lookup table addressable from a captured unique key value, additional fields may be populated automatically using a lookup process. Any exceptions from a fully auto populated lookup table process will be billable on an hourly rate basis.</p>
79	Describe your data integrity and protection standards, data backup, recovery and secure storage solutions.	<p>Konica Minolta's ECM partners have created a number of policies and procedures to help ensure the success of this Business Continuity Management System.</p> <p>The Business Continuity Planning (BCP) was written and designed to relate key business processes with key systems that support each process. The BCP identifies roles &amp; responsibilities, interruptions, and system recovery plans to deal with the recovery of business in the event of a disaster.</p> <p><b>Incident Handling Policy</b> The IHP was written and designed to be able to identify and respond appropriately to incidents that can occur that might impact systems. The IHP identifies roles and responsibilities, procedures to identify, steps to handle the incident and remediate appropriately.</p> <p><b>Client Data Handling</b> Client Date Handling is to be used as a guideline in handling customer data and protect against reasonably foreseeable risks to the security, confidentiality, integrity and availability of customer information. It identifies guidelines of how to proper receive and transmit customer data across the organization so that a consistent standard can be achieved in the handling of customer data.</p>

80	Describe your strategy related to implementation, integration and use of installation partners.	<p>In support of the lean methodology for the implementation of ECM solutions, Konica Minolta has adopted the Engagement Management concept, with an Engagement Manager fulfilling the responsibilities of both a Business Analyst and a Project Manager for the Konica Minolta ECM project team. The Engagement Manager serves as the primary point of contact throughout the project and is directly involved with the development and execution of the Solution.</p> <p>They establish the Konica Minolta ECM project plan and schedule, making sure that the right resources are involved at the right time. This allows the Engagement Manager to provide timelier communication, with greater clarity and visibility, throughout the project implementation.</p> <p>The Konica Minolta ECM Implementation Process begins with a 'soft' project launch of the Business and Technical Assessments and is completed after Go-Live. The basic course of events for the implementation of a typical ECM solution is as follows:</p> <ol style="list-style-type: none"> <li>1. 'Soft' Project Launch [Konica Minolta ECM] <ol style="list-style-type: none"> <li>a. Business Assessment</li> <li>b. Technical Assessment</li> <li>c. High-Level Project Plan Development</li> </ol> </li> <li>2. Software Installation [Konica Minolta ECM and Client's IT Representative]</li> <li>3. Formal Project Launch [Konica Minolta ECM and Client's Project Team] <ol style="list-style-type: none"> <li>a. Kickoff Meeting including review of Project Roadmap</li> </ol> </li> <li>4. Solution Development - Lean Methodology. Completed for, but not limited to, each of the following ECM elements: Taxonomy, Integration and Capture, Retrieval, Workflow, and Security. <ol style="list-style-type: none"> <li>a. Requirement Identification and Documentation [Konica Minolta ECM and Client's Project Team]</li> <li>b. Requirement Review [Konica Minolta ECM and Client's Project Team]</li> <li>c. Configuration [Konica Minolta ECM]</li> <li>d. Configuration Review [Konica Minolta ECM and Client's Project Team]</li> </ol> </li> <li>5. End-to-End System Testing [Konica Minolta ECM]</li> <li>6. Solution Documentation Development [Konica Minolta ECM]</li> <li>7. Training: Train-the-Trainer [Konica Minolta ECM and Client's designated trainer]</li> <li>8. User Acceptance Testing (UAT) [Client's Project Team]</li> <li>9. Change Order Process [Konica Minolta ECM and Client]</li> <li>10. ECM Solution Acceptance [Client]</li> <li>11. Cutover to Production Environment [Konica Minolta ECM and Client's IT Representative]</li> <li>12. ECM Solution Go-Live</li> <li>13. Post Go-Live Support</li> </ol>
81	Identify any mobile applications available for your offered solutions, if applicable.	<p>Mobile Access will be configured in our ECM platform environments, including support for Android and iPhone devices. Support for iPad or Windows Devices is also available with additional licenses. Support for iPad or Windows Devices is also available with additional licenses.</p> <p>Our mobile applications are periodically updated to include new functionality and fix software defects. When these applications are updated, the updates are not automatically deployed to devices. Users must update the Mobile application on their devices through the appropriate application store/market.</p> <p>anDroid Support Android OS 4.2 or greater to use OnBase Mobile Access for Android.</p> <p>iOS Support</p> <ul style="list-style-type: none"> <li>• As of the initial release of, Mobile Access and Mobile Healthcare applications are supported on iOS versions 10.3.3 and 11.3.1.</li> <li>• After the initial release, Mobile applications will continue to be supported on up to two of the latest major versions of iOS.</li> </ul> <p>Windows Support Windows 8.1 or greater to use Mobile Access for Windows.</p>

### 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."
  - [Financial Strength and Stability](#) - Table 2\_Q.8\_Annual Reports Konica Minolta.zip - Friday August 28, 2020 15:17:41
  - [Marketing Plan/Samples](#) - Table 7\_Q.32\_Marketing Samples.zip - Friday August 28, 2020 15:31:12
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - Table 9\_Warranty\_Q.47\_Konica Minolta.zip - Friday August 28, 2020 15:32:04
  - [Pricing](#) - Sourcewell\_Admin\_Software\_Pricing\_Submission\_Konica Minolta.xlsx - Monday August 31, 2020 14:20:27
  - [Additional Document](#) - Supporting Documents.zip - Tuesday September 01, 2020 08:14:06

## Proposer's Affidavit

### **PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

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

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

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

Yes  No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Public_Sector_Admin_Software_RFP_090320 Thu August 20 2020 03:52 PM	<input checked="" type="checkbox"/>	4
Addendum_6_Public_Sector_Admin_Software_RFP_090320 Mon August 17 2020 07:56 AM	<input checked="" type="checkbox"/>	2
Addendum_5_Public_Sector_Admin_Software_RFP_090320 Mon August 10 2020 02:35 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Public_Sector_Admin_Software_RFP_090320 Thu August 6 2020 10:34 AM	<input checked="" type="checkbox"/>	2
Addendum_3_Public_Sector_Admin_Software_RFP_090320 Thu July 30 2020 03:38 PM	<input checked="" type="checkbox"/>	3
Addendum_2_Public_Sector_Admin_Software_RFP_090320 Thu July 23 2020 12:34 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Public_Sector_Admin_Software_RFP_090320 Fri July 17 2020 09:18 AM	<input checked="" type="checkbox"/>	1

# AMENDMENT #1 TO CONTRACT #090320-KON

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

Vendor was awarded a Sourcewell Contract for Public Sector and Education Administration Software Solutions with Related Services effective October 30, 2020, through November 2, 2024, relating to the provision of services by Vendor and to Sourcewell and its Participating Entities (Original Agreement).

The parties agree that certain terms within the Original Agreement will be updated and amended and only to the extent as hereunder provided.

IN CONSIDERATION OF the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below.
2. The information contained in Question 50 of the Proposal is replaced with as following to clarify information on the Vendor's financing program:

We administer financing options either directly through Konica Minolta, or one of our Premier Financing Partners. While these agreements are financed and held by our finance partners, all other contractual obligations remain with Konica Minolta.

Through these financing programs, we can offer the following suite of Finance Solutions:

1. Dollar Buyout Leases - 24-60 month terms (*applicable only to Hardware Financing*)
2. True Municipal Finance Programs – 24 - 60 month terms
  - Minimum transaction size \$25,000 and the customer must qualify
3. Software Only Finance Program – 24 - 60 month term
4. Purchase Order Only Financing Program
  - Details on Purchase Order Only Program are provided below:



Purchase Order only transactions: The following language must be incorporated into the members or participating entity's purchase order: This purchase order incorporates the terms and conditions of the Konica Minolta Sourcewell Contract No. 090320-KON, specifically those financing terms from the Financing Agreement referenced in Table 10, attached to Contract as Exhibit A and Exhibit A-1 as set forth in <https://kmbs.konicaminolta.us/kmbs/microsites/sourcewell/detail/090320-kon> 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.

We have included our Financing Agreements for reference. The Premier Partner financing agreements ("Financing Agreement") are separate and standalone agreements. In event of any conflicts among the terms or conditions of the Sourcewell RFP #090320 and/or Contract regarding the financing of any Equipment, Product or Services (as defined in RFP 090320 Section II.B.), the Financing Agreement terms shall control.

Konica Minolta has also partnered with NCL Government Capital ("NCL"), who is a current Sourcewell financing contract holder (#011620-NCL). By using NCL's Sourcewell contract for the financing and Konica Minolta's contract for the software system, the customer receives a turnkey solution and the entire project has satisfied their bid laws.

NCL will offer leasing terms from 12-72 months on transactions from \$15,000.00 and up. Programs will be offered with both Tax Exempt Municipal Lease Purchase agreements as well as traditional \$1.00 Purchase Options.

With the exception of the Purchase Order Only option, a Software Financing Agreement will require customer signature on a transactional basis. Konica Minolta may offer additional forms of lease/finance agreements from time to time based on individual entities specific needs."

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

**Sourcewell**

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

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

DocuSigned by:  
By: Kristen McKenna  
Authorized Signature 8AA1BAB6FBE54BB...

Jeremy Schwartz  
Name – Printed

Kristen McKenna  
Name – Printed

Title: Director of Operations & Procurement/CPO

Title: State and Cooperative Contract Manager

Date: 12/28/2020 | 8:46 AM CST

Date: 12/28/2020 | 9:24 AM EST

**Sourcewell-APPROVED:**

DocuSigned by:  
By: Chad Coquette  
Authorized Signature 7E42B8F817A64CC...

Chad Coquette  
Name – Printed

Title: Executive Director/CEO

Date: 12/28/2020 | 8:48 AM CST

**Konica Minolta #090320-KON**

Pricing for contract 090320-KON offers Sourcewell participating agencies the following discounts:

- Up to 5% for Category D and J and up to 20% for Category I.

# Cooperative Purchasing Reference Guide

Your guide for sourcing success



KONICA MINOLTA

Sourcewell   
Formerly NJPA

Awarded Contract

Contract # 083116-KON



Together,  
we are  
Sourcewell

## Cooperative Purchasing

Cooperative purchasing is procurement conducted by, or on behalf of, one or more governmental units for use by other governmental units.



### Compliant

- Our process can be trusted to satisfy your bid requirements
- We are a government agency that works like you
- Achievement of Excellence in Procurement recipient



### Competitive

- Buying power of 50,000 members
- Contracts offer ceiling-based pricing and volume discounts



### Convenient

- More than 300 quality vendors holding competitively awarded contracts
- Full suite of options for a complete solution
- Easy, no-cost membership



## Become a member

Membership is free. Just fill out an online or paper application. A membership legal agreement is available if needed. After submitting your application, you will receive a Sourcewell member ID number electronically and a welcome packet by mail.

- Online at: [www.sourcewell-mn.gov/become-member](http://www.sourcewell-mn.gov/become-member)
- Through hard copy participation membership application (download from our website)
- Through “Joint Exercise of Powers” or “Interlocal” agreements

## Make a purchase

Browse our catalog of nationally awarded vendors online. Contact the vendor directly and inform them of your interest in using the Sourcewell contract, OR use our expertise — contact our membership team. We want to be your guide.

For more information, contact our membership team:

877-585-9706

[membership@sourcewell-mn.gov](mailto:membership@sourcewell-mn.gov)

# Our Process

Cooperative purchasing is procurement conducted by, or on behalf of, one or more governmental units for use by other governmental units.

Our user-friendly process—the consistency of our documents, forms, and evaluation criteria—is among our greatest assets.

We continuously refine our efforts to meet the changing needs of our members. The result is a national, competitive procurement process that is valued by our members and satisfies state-specific procurement requirements.

Our members add value to these steps by understanding their local procurement requirements and assessing their ability to legally access and utilize Sourcewell contracts.

## Competitive Procurement Process

### 1. Scope of Solicitation

We determine the scope of each competitive solicitation by identifying the needs of our members. This is accomplished through daily interactions and guidance from our members.

### 2. Authorization from Sourcewell's Board of Directors

Before initiating a solicitation, we seek permission from the publicly elected Sourcewell Board of Directors.

### 3. Public Notice and Advertising

Upon approval from the Board, we issue a public notice and advertisement. Refer to [www.sourcewell-mn.gov/process](http://www.sourcewell-mn.gov/process) for specific advertising locations.

### 4. Proposal Receipt and Opening

We time and date stamp each proposal upon receipt at our office in Staples, MN. We conduct a public-proposal opening at a time, date, and place specified in the solicitation.

### 5. Objective Evaluation

At the proposal opening, we evaluate the responsiveness of each proposal received. The evaluation committee then presents its recommendations to the chief procurement officer (CPO) for final review and approval.

### 6. Official Award

Upon approval by the CPO and ratification by the Sourcewell Board of Directors, we award the recommended vendor(s) a four-year contract with the potential for a one-year extension. The Procurement Department sends a Notice of Award or Non-Award to all respondents via email.

### 7. Posting and Review of Approved Contract Documents

Sourcewell maintains a complete procurement file, and contract documentation is posted on our website. We periodically review all awarded contracts for compliance and effectiveness. In addition, Sourcewell may review and approve price and product changes at the vendor's request.



3-time recipient of the Achievement of Excellence in Procurement award.

# The Sourcewell Advantage

Sourcewell is a self-funded government organization. We partner with government, education, and nonprofit entities to boost student and community success.

## You can confidently partner with Sourcewell because we:

### Value independence

- As a government agency authorized by the state of Minnesota, we can enter into contracts and operate as our own cooperative purchasing lead agency. (See enabling legislation on page 6)
  - We adhere to competitive solicitation requirements of the Uniform Municipal Contracting Law.
- We award most contracts corporately, but you purchase from local dealers and providers.
- Contract terms allow you to propose supplemental terms and conditions.

### Lead the way

- Choice of high-quality equipment/products/services—300 North American vendor contracts and more than 500 construction contracts.
- We eliminate low-bid, low-quality issues. You capture lifecycle-cost savings.
- Our contracts are tailored to you with solutions-based solicitations.
  - Basic to fully customized solutions available when you choose from a suite of options.

### Read the fine print

- Proven procurement process, refined over 40 years. (See prior page.)
- Contracts competitively solicited on your behalf and awarded by our CPO and elected board.
- The documentation you need is right at your fingertips—with a complete procurement file posted on our website [Sourcewell-mn.gov](https://sourcewell-mn.gov).

### Make purchasing easy

- Browse our catalog of awarded vendors online.
- Members can then contact the vendor directly and tell them you'd like to use the Sourcewell contract.
  - If not a member, check out how easy it is to join on page 3.
- Tap into our expertise by contacting our membership team: 877-585-9706 or [membership@sourcewell-mn.gov](mailto:membership@sourcewell-mn.gov).



# Frequently Asked Questions

Q. Who is Sourcewell?

A. Sourcewell, formerly National Joint Powers Alliance, is a local unit of government, a public corporation and agency under the Minnesota Constitution and its enabling law, Minnesota Statutes § 123A.21. Sourcewell employees are government employees.

Q. What is Sourcewell's primary purpose?

A. Sourcewell is a service cooperative created to provide programs and services to members in the government, education, and nonprofit sectors. Its statutory purpose is to assist members in meeting specific needs which are more efficiently delivered cooperatively than by an entity individually. Minn. Stat. § 123A.21, subd. 2.

Q. Is cooperative purchasing one of Sourcewell's authorized activities?

A. Sourcewell is authorized to establish cooperative purchasing contracts on behalf of itself and its members. Sourcewell follows the competitive contract law requirements under Minnesota Statutes § 471.345, to solicit, evaluate, and award these contracts.

Q. How is Sourcewell governed?

A. Sourcewell is governed by an eight-member Board of Directors made up of local elected officials including county commissioners, city council members, mayors, and school board members.

Q. Who is eligible for membership, and how much does it cost?

A. Membership is free and available to all government, education, and nonprofit entities.

Q. How do we join Sourcewell?

A. You can join by submitting an online membership application at: [Sourcewell-mn.gov/join](https://sourcewell-mn.gov/join) or by submitting a paper application.

Q. What specific statute gives my agency the authority to participate?

A. Joint powers and cooperative purchasing laws authorize members to access Sourcewell cooperative purchasing contracts. Sourcewell members are responsible for ensuring compliance with state and local laws in their respective jurisdictions. A comprehensive list of state laws is included on the Sourcewell website on the "Compliance and Legal" page.

Sourcewell continuously monitors changing laws and regulations affecting cooperative purchasing. For questions about state-specific compliance or contract-use requirements, please contact [contract.administration@sourcewell-mn.gov](mailto:contract.administration@sourcewell-mn.gov).

Q. Can my agency use Sourcewell contracts without issuing our own solicitation?

A. Sourcewell contracts are competitively solicited on behalf of Sourcewell and its members. Individual members are free to determine whether the awarded contracts meet their needs.

# Frequently Asked Questions

Q. Does Sourcewell's procurement process meet federal procurement standards, including the Office of Management and Budget Uniform Guidance (2 CFR Part 200)?

A. Sourcewell's procurement process is continuously improved to ensure compliance with state and federal requirements affecting our members' ability to use cooperative purchasing contracts. Standard federal terms and conditions are included in Sourcewell solicitations and contracts. For specific compliance questions, please contact [contract.administration@sourcewell-mn.gov](mailto:contract.administration@sourcewell-mn.gov).

Q. How do I obtain copies of the legal documents associated with each contract?

A. Contracts and solicitation documents are available under the "Contract Documentation" tab on each vendor's page on the Sourcewell website. Please follow the instructions under each vendor's "Pricing" tab to access pricing for specific contracts. Due to pricing complexity, some pricing is only available upon request. Procurement files are also available upon request.

Q. As a Sourcewell member, are we able to buy from other contracts?

A. Sourcewell membership and contracts are nonexclusive with no obligation to purchase.

Q. How is Sourcewell funded?

A. Sourcewell is funded by administrative fees paid by vendors. When Sourcewell awards a contract, that vendor realizes substantial efficiencies in the form of thousands of sales opportunities. Vendors pay a percentage of those sales to Sourcewell to cover costs related to the procurement process and to offset general operating costs.

Material prepared and provided by Sourcewell is intended as informational and for reference purposes, but is not legal advice. We recognize your responsibility to ensure the Sourcewell procurement process complies with your local laws.



## Cooperative Purchasing

Sourcewell creates cooperative contract purchasing solutions on behalf of its member agencies. Cooperative contracts offer both time and money savings for users by consolidating the efforts of numerous individually prepared solicitations into one, cooperatively shared process—taking advantage of the volume pricing generated by 50,000 members across North America.

### Join and Purchase

Visit [sourcewell-mn.gov/cooperative-purchasing](http://sourcewell-mn.gov/cooperative-purchasing) or turn to page 3 for more details.

### We want to be your guide.

Contact our membership team:

877-585-9706

[membership@sourcewell-mn.gov](mailto:membership@sourcewell-mn.gov)