

**Region 4 Education Service Center (ESC)**

**Contract # R191101**

*for*

Copiers and Printers

*with*

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

Effective: June 1, 2020

The following documents comprise the executed contract between the Region 4 Education Service Center and Konica Minolta Business Solutions U.S.A., Inc. effective June 1, 2020:

- I. Appendix A; Vendor Contract
- II. Offer & Executed Contract Signature Form
- III. Supplier's Response to the RFP, incorporated by reference

**APPENDIX A**

**CONTRACT**

*This Contract ("Contract") is made as of February 25, 2020 by and between Konica Minolta Business Solutions U.S.A., Inc. ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Copiers and Printers ("the products and services").*

**RECITALS**

WHEREAS, Region 4 ESC issued Request for Proposal Number 19-11 for Copiers and Printers ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.


WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.



- 1) **Term of agreement.** The Contract is for a period of three (3) years. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' notice to Region 4 ESC.
- 2) **Scope:** Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) **Form of Contract.** The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) **Order of Precedence.** In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

- i. This Contract
  - ii. Offeror's Best and Final Offer
  - iii. Offeror's proposal
  - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.


11) TERMINATION OF CONTRACT

- a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following 
- i. Providing material that does not meet the specifications of the Contract;
  - ii. Providing work or material was not awarded under the Contract;
  - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
  - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
  - v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
  - vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents. 
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred. 
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.


The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order. 


- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 30 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC. 

- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas. 
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.



**OFFER AND CONTRACT SIGNATURE FORM**

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

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

Address 1595 Springhill Rd Suite 410

City/State/Zip Vienna, VA 22182

Telephone No. 703-760-3584

Email Address jack.dixon@kmbs.konicaminolta.us

Printed Name Jack Dixon

Title Government Contracts Manager

Authorized signature 

**Accepted by Region 4 ESC:**

Contract No. R191101

Initial Contract Term June 1, 2020 to May 31, 2023

  
Region 4 ESC Authorized Board Member

2/25/2020  
Date

Margaret S. Bass  
Print Name

  
Region 4 ESC Authorized Board Member

2/25/2020  
Date

Carmen T. Moreno  
Print Name



7145 West Tidwell Road ~ Houston, Texas 77092

(713)-462-7708

[www.esc4.net](http://www.esc4.net)

## NOTICE TO OFFEROR

### ADDENDUM NO. 1

Solicitation Number 19-11

Request for Proposal ("RFP")

by

Region 4 Education Service Center ("ESC")

for

Copiers and Printers

**SUBMITTAL DEADLINE: Tuesday, November 19, 2019, 10:00 AM CT**

This Addendum No. 1 amends the Request for Proposals (RFP) for Copiers and Printers 19-11 ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

This Addendum No. 1 is hereby issued to:

**1. Correct the following statement in the second paragraph on cover page to read:**

- Proposals must be sealed, prominently marked with the RFP solicitation number, RFP title, RFP opening time/date and name of Offeror. Submissions must be received by the Region 4 ESC office at: 7145 West Tidwell Road, Houston, TX 77092 no later than **10:00** a.m. central time.

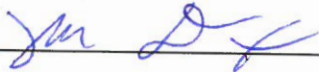
**2. Correct the volume listed in OMNIA Partners Exhibit A; Estimated Volume, Section 1.3 to read \$300 million**

## RECEIPT OF ADDENDUM ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

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

Contact Person Jack Dixon, Government Contracts Manager

Signature 

Date October 17, 2019

Crystal Wallace  
Region 4 Education Service Center  
Business Operations Specialist



7145 West Tidwell Road ~ Houston, Texas 77092  
(713)-462-7708  
[www.esc4.net](http://www.esc4.net)

## NOTICE TO OFFEROR

### ADDENDUM NO. 2

Solicitation Number 19-11

Request for Proposal ("RFP")  
by

Region 4 Education Service Center ("ESC")  
for  
Copiers and Printers

SUBMITTAL DEADLINE: Thursday, November 19, 2019, 10:00 AM CT

This Addendum No. 2 amends the Request for Proposals (RFP) for Copiers and Printers 19-11 ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

This Addendum No. 2 is hereby issued to:

1. **Update/Add the following documents in Appendix C: Additional Required Documents**

- Doc # 3 Certificate of Interested Parties
- DOC #5 Special Conditions
- DOC #6 Questionnaire
- DOC #7 For applicable construction/reconstruction/renovation and related services, a bid Guarantee is required not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the Surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in Texas and authorize to underwrite bonds in the amount of the bid bond.

## Implementation of House Bill 1295

### Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

#### Filing Process:

Starting on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

**Electronic Filing Application:** [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

#### Frequently Asked Questions:

[https://www.ethics.state.tx.us/resources/FAQs/FAQ\\_Form1295.php](https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php)

**Changes to Form 1295:** <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>

### **SPECIAL CONDITIONS**

Awarded Offerors may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Offeror is accepted these Special Conditions required by the Federal Emergency Management Agency (FEMA).

#### **Conflicts of Interest**

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3.

i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of Region 4 ESC nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

#### **Contractor Integrity**

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

#### **Public Policy**

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

## **Affirmative Steps**

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;

## **Bid Guarantee**

For proposals that are to include construction/reconstruction/renovation and related services, bids must be accompanied by Certified or Cashier's Check or an approved Bid Bond in the amount of not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the Surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in the state of the lead agency and authorized to underwrite bonds in the amount of the bid bond.

## **Prevailing Wage Requirements**

When applicable, the awarded Contractor(s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

## **Alternative Pricing for Federal Funding**

When applicable, such as when products and services are used in response to an emergency or disaster recovery situation in which federal funding may be used, pricing may not include cost plus a percentage of cost or pricing based on time and materials. If time and materials is necessary in an applicable federal funding situation, a ceiling price that the contract exceeds at its own risk will be needed. In addition, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited, the to the 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses.

## **Federal Requirements**

If products and services are issued in response to an emergency or disaster recovery the items below, located in this Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. Termination for Convenience:

The right to terminate this Contract for the convenience of Region 4 ESC is retained by Region 4 ESC. In the event of a termination for convenience by Region 4 ESC, Region 4 ESC shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by Region 4 ESC, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by Region 4 ESC but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by Region 4 ESC in connection with the Scope of Work in place which is completed as of the date of termination by Region 4 ESC and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

Region 4 ESC highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.



(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. "During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

#### 4. Davis Bacon Act and Copeland Anti-Kickback Act.

- (1) Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- (2) 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- (3) 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.
- (4) 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.
- (5) In contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. Part 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 Copeland Anti-Kickback 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 FEMA.

- (6) The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act." However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. Contract Work Hours and Safety Standards Act.

- (1) Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- (2) Where applicable (see 40 U.S.C. § 3701), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- (3) Under 40 U.S.C. § 3702, 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 workweek.
- (4) 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.

- (5) The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

- (1) Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of "funding agreement."

- (2) If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity 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 non-Federal entity must comply with the requirements of 37 C.F.R. Part 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 FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.
- (3) The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

- (1) The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

"Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the

state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

8. Debarment and Suspension.

- (1) Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- (2) Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).
- (3) These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter PDAT Supplement]*. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- (4) In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- (5) Specifically, a covered transaction includes the following contracts for goods or services:
  - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
  - (2) The contract requires the approval of FEMA, regardless of amount.
  - (3) The contract is for federally required audit services.
  - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ 1; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier shall also 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 recipient."

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Konica Minolta Business Solutions U.S.A. Inc, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

  
\_\_\_\_\_  
Signature of Contractor's Authorized Official

Jack Dixon , Government Contracts Manager  
\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

November 15, 2019  
\_\_\_\_\_  
Date



10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. 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, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 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 by 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.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

11. Additional FEMA Requirements.

- a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:
- b. Changes.

To be eligible for FEMA assistance under the non-Federal entity’s FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

“Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.”

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

**Offeror agrees to comply with all terms and conditions outlined in the Special Conditions section of this solicitation.**


Offeror's Name: Konica Minolta Business Solutions U.S.A., Inc.

Address, City, State, and Zip Code: 1595 Springhill Rd. Suite 410  
Vienna, VA 22182

Phone Number: 703-760-3584 Fax Number: 703-506-1257

Printed Name and Title of Authorized  
Representative: Jack Dixon, Government Contracts Manager

Email Address: jack.dixon@kmbs.konicaminolta.us

  
Signature of Authorized Representative \_\_\_\_\_ Date: November 15, 2019

## QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

### 1. Diversity Programs

- Do you currently have a diversity program or any diversity partners that you do business with?  Yes  No  
*(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)*

### 2. Diverse Vendor Certification Participation

Region 4 ESC encourages the use of under-utilized businesses (HUB), minority and women business enterprises (MWBE), and small and/or disadvantaged business enterprises (SBE) both as prime and subcontractors. Offerors shall indicate below whether or not they and/or any of their subcontractors (and if so which) hold certification in any of the classified areas and include proof of such certification with their response.

#### a. Minority Women Business Enterprise

Respondent certifies that this firm is an MWBE  Yes  No

List certifying agency: Varies by Partner and State

#### b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Respondent certifies that this firm is a SBE or DBE  Yes  No

List certifying agency: Varies by Partner and State

#### c. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is a HUB  Yes  No

List certifying agency: Varies by Partner and State

#### d. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is a HUBZone  Yes  No

List certifying agency: Varies by Partner and State

#### e. Other

Respondent certifies that this firm is a recognized diversity certificate holder  Yes  No

List certifying agency: Varies by Partner and State

3. Has Offeror made and is Offeror committed to continuing to take all affirmative steps set forth in 2 CFR 200.321 as it relates to the scope of work outlined in this solicitation?  Yes  No

## 1. Diversity Programs

- Do you currently have a diversity program or any diversity partners that you do business with? (If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

Konica Minolta has partnerships in place with companies who have attained various diversity business certifications across the country. Konica Minolta has developed two programs which have outreach to these valued business communities. First, there is the Vendor diversity program. This program seeks to use small, woman and minority businesses as suppliers to Konica Minolta for our day to day business needs. Second, there is the Konica Minolta Strategic Alliance program. This program 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.

Konica Minolta collaborates with numerous diversity businesses and certifications vary by Partner and State.

**RECEIPT OF ADDENDUM NO. 2 ACKNOWLEDGEMENT**

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

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

Contact Person Jack Dixon, Government Contracts Manager

Signature 

Date November 14, 2019

Crystal Wallace  
Region 4 Education Service Center  
Business Operations Specialist



7145 West Tidwell Road ~ Houston, Texas 77092

(713)-462-7708

[www.esc4.net](http://www.esc4.net)

## NOTICE TO OFFEROR

### ADDENDUM NO. 3

Solicitation Number 19-11

Request for Proposal ("RFP")  
by

Region 4 Education Service Center ("ESC")  
for  
Copiers and Printers

**SUBMITTAL DEADLINE: Tuesday, November 19, 2019, 10:00 AM CT**

This Addendum No. 3 amends the Request for Proposals (RFP) for Copiers and Printers 19-11 ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

This Addendum No. 3 is hereby issued to:

- Clarify the submission deadline as follows:
  - Tuesday, November 19, 2019 @ 10:00 AM CT
- Remove bullet point referencing Doc # 7 in Addendum No. 2



**RECEIPT OF ADDENDUM NO. 3 ACKNOWLEDGEMENT**

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

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

Contact Person Jack Dixon, Government Contracts Manager

Signature 

Date November 14, 2019

Crystal Wallace  
Region 4 Education Service Center  
Business Operations Specialist



7145 West Tidwell Road ~ Houston, Texas 77092

(713)-462-7708

[www.esc4.net](http://www.esc4.net)

NOTICE TO OFFEROR

**ADDENDUM NO. 4**

Solicitation Number 19-11

Request for Proposal ("RFP")

by

Region 4 Education Service Center ("ESC")

for

Copiers and Printers

**SUBMITTAL DEADLINE: Tuesday, November 26, 2019, 10:00 AM CT**

This Addendum No. 4 amends the Request for Proposals (RFP) for Copiers and Printers 19-11 ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

This Addendum No. 4 is hereby issued to extend the submittal deadline as follows:

As indicated above the Submittal Deadline is hereby changed from Tuesday, November 19, 2019 to **Tuesday, November 26, 2019. Time remains at 10:00 AM CT**

## RECEIPT OF ADDENDUM NO. 4 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

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

Contact Person Jack Dixon, Government Contracts Manager

Signature 

Date November 15, 2019

Crystal Wallace  
Region 4 Education Service Center  
Business Operations Specialist

**Appendix B**

**TERMS & CONDITIONS ACCEPTANCE FORM**

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

**Check one of the following responses:**

- Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

*(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

- Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

*(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.*

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
<u>III. Instructions to Offerors 22. Samples pg. 11</u>	<u>Samples:</u> Upon request, samples shall be furnished, free of cost, within seven (7) days after receiving notice of such request.	<del>Samples: Upon request, samples shall be furnished, free of cost, within seven (7) days after receiving notice of such request.</del>	Accepted
Appendix A Recitals 11. Termination of contract a) Cancellation for Non-Performance of Contractor Deficiency pg. 2	a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:	a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract; <u>provided Contractor has first been given written notice of the failure and 30 days to correct</u>	Accepted

	<p>i. Providing material that does not meet the specifications of the Contract;</p> <p>ii. Providing work or material was not awarded under the Contract;</p> <p>iii. Failing to adequately perform the services set forth in the scope of work and specifications;</p> <p>iv. Performing work or providing services under the Contract prior to receiving an authorized purchase order.</p> <p>Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.</p>	<p><u>the failure</u>. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:</p> <p>ii. Providing work or material was not awarded under the Contract;</p> <p>iii. Failing to adequately perform the services set forth in the scope of work and specifications;</p> <p>iv. Performing work or providing services under the Contract prior to receiving an authorized purchase order.</p> <p>Upon receipt of a written deficiency notice, Contractor shall have <del>ten-thirty (1030)</del> days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph <u>and payment in full by Region 4 ESC</u>, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.</p>	
<p>Appendix A Recitals 11. b)Termination for Cause pg. 3</p>	<p><u>b)Termination for Cause</u>. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such</p>	<p><u>b)Termination for Cause</u>. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract, <u>immediately-provided Contractor has first been given written notice of the failure and 30 days to correct the failure</u>, and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data,</p>	<p>Accepted</p>

	documents.	studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC <u>upon payment in full</u> . If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.	
Appendix A Recitals 11. c)Delivery/Service Failures pg. 3	c) <u>Delivery/Service Failures</u> . Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.	c) <u>Delivery/Service Failures</u> . Failure to deliver goods or services within the time specified, or within a reasonable time period as <del>interpreted by the purchasing agent</del> <u>mutually determined by the parties</u> or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. <del>In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.</del>	Accepted
Appendix A Recitals 11. c)Delivery/Service Failures pg. 3	e) <u>Standard Cancellation</u> . Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.	e) <u>Standard Cancellation</u> . Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order. <u>Konica Minolta recognizes the rights of a customer to terminate an agreement for convenience due to changes to business needs or environment. Konica Minolta will agree to allow Customers utilizing this agreement cancel the master agreement without fees.</u>	Accepted

		<p><u>preventing any additional placements subsequent to the date of termination. Additionally, termination for convenience will apply to any pending or open orders, which have yet to be installed at Region 4 locations. However, equipment installed prior to the date of termination of the agreement will be obligated to remain in place for the full term of its respective lease period unless cancelled for reasons of non-appropriation of funding by the State or for Konica Minolta default on service obligations. Cancellation of any lease agreement for any other reason will result in cancellation fees equal to the remaining stream of unpaid payments plus any open, unpaid items currently due or to become due plus the cost of returning the equipment to a location and in a manner designated by Konica Minolta.</u></p>	
<p>Appendix A 18. Audit Rights pg. 4</p>	<p>18) <u>Audit Rights.</u> Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated</p>	<p><u>18)Audit Rights.</u> Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost</p>	<p>Accepted</p>

	<p>by Region 4 ESC.</p>	<p>and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location <u>designated mutually agreed by Region 4 ESC and Contractor</u>. <u>All audits shall be subject to any reasonable conditions and restrictions Contractor may impose to protect the confidentiality, availability, and integrity of its data and systems, shall be conducted at Region 4 ESC's sole expense, and shall be conducted during Contractor's regular business hours after reasonable advance written notice to Contractor with minimal disruption to Contractor's business. Audits shall be limited to once each year unless Region 4 ESC has credible evidence that a violation of this Agreement has occurred.</u></p>	
<p>Appendix A 30. Indemnity pg. 6</p>	<p><u>30) Indemnity.</u> Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.</p>	<p><u>30) Indemnity.</u> <del>Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract.</del> <u>Contractor agrees to indemnify, defend and hold harmless Region 4 ESC, its administrators, employees and agents from loss, liability, claims or expenses (including reasonable attorney's fees) incurred by Region 4 ESC as a result of third party claims of bodily injury, including death, or tangible property damage, to the extent proximately caused, as determined by a court of</u></p>	<p>Accepted</p>



		<p><u>competent jurisdiction in a final adjudication, by the Contractor's gross negligence or greater culpability in its performance of its obligations under this Contract.</u></p> <p>Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.</p> <p><u>Indemnifying party's indemnification obligations under this section are conditioned upon the indemnified party: (i) promptly notifying the indemnifying party of any claim in writing; (ii) cooperating with the indemnifying party in the defense of the claim; and (iii) granting the indemnifying party sole control of the defense and settlement of the claim, provided any settlement that would impose any monetary or injunctive obligation upon the indemnified party shall be subject to such party's prior written approval.</u></p>	
		<p style="text-align: center;"><b>Intentionally Left Blank</b></p>	



## Solutions

Effective: November 1, 2019

### EFI

[EFI DigitalStore Front Term](#)  
[EFI M600 Self-Serve](#)  
[EFI MIS SAAS Bundles](#)  
[EFI PrintSmith Term](#)  
[Fiery Central v2 Servers](#)

### Konica Minolta

[AccurioPro Cloud Eye](#)  
[AccurioPro Connect](#)  
[AccurioPro Flux](#)  
[AccurioPro Label Impose](#)  
[CAC/PIV](#)  
[Canvas](#)  
[Connect to OnBase](#)  
[Consult Secure Print](#)  
[Corp Announcement Application](#)  
[Dispatcher Paragon \(1-199\)](#)  
[Dispatcher Paragon \(200+\)](#)  
[Dispatcher Paragon Essentials](#)  
[Dispatcher Paragon PSES](#)  
[Dispatcher Suite](#)  
[Dispatcher Phoenix ECM](#)  
[Dispatcher Phoenix ECM Basic](#)  
[Dispatcher Phoenix Education](#)  
[Dispatcher Phoenix Enterprise Options](#)  
[Dispatcher Phoenix Finance](#)  
[Dispatcher Phoenix Foundations](#)  
[Dispatcher Phoenix Government](#)  
[Dispatcher Phoenix Healthcare](#)  
[Dispatcher Phoenix Legal](#)  
[Dispatcher Phoenix Office](#)  
[Dispatcher Phoenix Professional](#)  
[EngageIT iLABEL](#)  
[EngageIT Variable Data Printing](#)  
[EngageIT XMedia](#)  
[FileAssist](#)  
[Intelligent Management Services](#)  
[KM MarketPlace](#)  
[Security Systems](#)  
[SIPRNET](#)

### Kofax (formerly Nuance)

[AutoStore 7](#)  
[AutoStore 7 + Output Manager Bundle](#)  
[AutoStore 7 Add-Ons](#)  
[AutoStore 7 Express](#)  
[AutoStore 7 High Availability](#)  
[AutoStore 7 High Volume](#)  
[AutoStore 7 High Volume High Availability](#)  
[Copitrak](#)  
[eCopy PDF Pro Office \(NLA eff. 9/27/19\) - Renewals Only](#)  
[eCopy ShareScan ScanStation](#)  
[Equitrac Office](#)  
[Output Manager](#)  
[Output Manager Add-Ons](#)  
[Output Manager High Availability](#)  
[Power PDF](#)  
[SmartPrint](#)

### MPI

[Blue Server](#)  
[Linkcom](#)  
[Spool2Print](#)

### Objectif Lune

[OL Connect Crossgrade](#)  
[OL Connect Send](#)  
[OL Connect eDOCs](#)  
[OL PlanetPress](#)  
[OL PlanetPress Connect](#)  
[OL PReS Connect](#)  
[OL PrintShop Mail](#)  
[OL PrintShop Mail Connect](#)  
[OL Upgrades](#)

### Prism

[Capture](#)  
[bizhub SECURE Alert \(formerly Prism DocAudit\)](#)  
[DocForm](#)  
[DocRecord](#)  
[DocSystem](#)  
[eForms](#)  
[Professional Services & Training SKUs](#)  
[ScanPath](#)  
[WorkPath](#)

### RSA

[LegalPrint](#)  
[QDirect](#)  
[Qdirect Makeready Server](#)  
[Qdirect Print Server](#)  
[RDOPrint](#)  
[ReadyPrint](#)  
[TicketMe](#)  
[TransForm](#)  
[WebCRD](#)  
[WebCRD OnDemand](#)

### Solimar

[Indexing](#)  
[Non-Production](#)  
[SOLi-SSE-CED](#)

### Square 9 Softworks

[Square 9 GlobalCapture Convey](#)  
[Square 9 GlobalCapture Production](#)  
[Square 9 GlobalForms10](#)  
[Square 9 GlobalSearch C2 Business Essentials](#)  
[Square 9 GlobalSearch Premise](#)

### Workplace of the Future

[Alice Receptionist](#)  
[Double 2 Robotics](#)  
[Teem](#)  
[Virtual Care Management](#)

### All Covered

[BCC Software](#)  
[Color Management Solutions](#)  
[DaVinci](#)  
[Domino Decisions](#)  
[eBliss](#)  
[EveryonePrint Legacy](#)  
[ITC Systems](#)  
[Jamex](#)  
[Kno2](#)  
[Lantronix](#)  
[MyStemKits](#)  
[nQueue Billback](#)  
[OpenText RightFax Items](#)  
[OpenText RightFax Professional Services](#)  
[PageDNA](#)  
[PaperCut \(ACDI\)](#)  
[Pharos Systems](#)  
[PowerUP](#)  
[Precision Discovery eDiscovery Services](#)  
[PrinterLogic Printer Installer](#)  
[Quite Imposing Plus](#)  
[Racami](#)  
[School Gate Guardian](#)  
[Scissor Hands](#)  
[Sepialine - Arqos](#)  
[Virtual Systems - Midnight MIS](#)  
[Workshare Professional 9](#)  
[Zverse](#)

## Performance Capability

- i. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

Konica Minolta has included its detailed response to Appendix D, Exhibit A OMNIA Partners Response for National Cooperative Contract.

- ii. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

Konica Minolta has completed and included proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

- iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

Konica Minolta has completed and included Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance in the response.

- iv. Describe how Offeror responds to emergency orders.

### Standard Order Process

Orders can be mailed, faxed or emailed for immediate processing. Konica Minolta has a hotline that customer can call between 8:30 am and 8:00 pm EST to check on the status of purchase orders at 800-456-6422 Ext 2519. Our dealer network supports this response, and where authorized by the Participating State, they will have the ability to accept and process purchase orders directly as well.

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

All of the order information from time of order input is tracked by the Konica Minolta branch administrator and assigned Account Representative. Our order entry system is an

enterprise wide system offering available access from any Konica Minolta desktop or networked laptop as well as remote dial up access.

### Emergency Order Process

Upon a customer's request for an expedited order processing, the sales representative will upload the order documentation into the system and will code it as a "rush". Once administration receives the request, they will prioritize the order and process it in accordance with our standard procedure.

- v. What is Offeror's average Fill Rate?  
On average our products can be delivered within 10-14 business days.
- vi. What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.  
We maintain warehouses throughout the United States, ensuring timely delivery of all devices and supplies. As an experienced integrated software provider, we are familiar with the requirements of our customers to have a complete unit, ready for use upon installation of the equipment. Konica Minolta makes all reasonable efforts to comply with the timeframes outlined in our response. Products in stock can typically be delivered within 10-14 business days, but we guarantee delivery within 30 business days ARO. We will develop a mutually acceptable delivery schedule with the Region 4 member, at time of order.
- vii. Describe Offeror's return and restocking policy  
Freight charges and labor costs are included for returns covered under the Customer One Guarantee. The Konica Minolta MFP must meet factory specifications and function on the user's network or Konica Minolta will replace it for free with the equivalent model:
- First two years: replacement will be a brand new MFP
  - After two years: replacement may be new or refurbished
  - Plus, Konica Minolta will also provide a \$1,000 credit towards your next Konica Minolta MFP

### Guidelines for Return under Customer One Guarantee

- Equipment must be covered under full coverage maintenance agreement for term of Lease
  - Genuine Konica Minolta parts and consumables must be used throughout the term of the lease and maintenance procedures must be performed according to published schedules
  - Improper use, electrical power, customer abuse and/or negligence and acts of God are not covered under this program
- Equipment Replacement Guarantee
  - If Konica Minolta Business Solutions USA, Inc. or its authorized Dealer is unable to service a Konica Minolta product in the customer's office, a loaner will be provided at no charge while in-shop Repairs are performed

- If within the first two years after installation the equipment cannot be repaired to meet factory specifications, we will replace it with a brand new Equivalent Model.
- After the first two years and through the end of your lease, if the equipment cannot be brought to original specification, we will replace it with an equivalent model that may be new or refurbished
- If the equipment is replaced during the course of the lease, the customer will receive a credit of \$1,000 towards the lease of a new Konica Minolta MFP provided it is exercised within 30 days of lease expiration.

Products purchased or installed over 5-years from the invoice date are not eligible for customer one claims

3rd Party Products - significant failure must be determined by an onsite, Konica Minolta Service representative. The Customer One Guarantee does not apply to these Products.

**viii. Describe Offeror’s ability to meet service and warranty needs.**

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.

With 125 Direct Branch Sales Offices and approximately 380 Authorized Dealers nationwide, all fully supported by Konica Minolta Service and Technical experts, our service model ensures that customers receive the same high level of service, compliant with Konica Minolta prescribed standards, consistently across all locations. Konica Minolta has a multi-phase escalation process designed to determine the root cause of any failure to achieve service standards. This process is enforced to initiate corrective actions, ensuring that any service failures are promptly rectified, and service is returned to acceptable levels. We empower our people to deliver excellence in service day after day.

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

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

The Printer Support Group will triage any issues with the following steps:

“MOBILE” Service Notifications directed to Printer Support Routed via Contact to Advisor to triage the problem

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

- Printer Support works with customer to make sure problem is resolved to customer satisfaction.
- Printer Support Advisor updates notes in SAP such as:
- Describes Problem Resolution
- TAP (Telephone Assistance) Priority
- Updates SAP service notification information
- Customer up and running – SAP updated and the service notification is closed

All calls regarding equipment, supplies, consumables, software solutions, and help desk support will go through our Konica Minolta Global Client Services.

Konica Minolta's service dispatch operations manage all reporting for our services and follow-up calls. In addition, Konica Minolta accepts calls for the above services via the Internet, at [mykonicaminolta.com](http://mykonicaminolta.com). The GCS has the capability to handle voice calls in English, French and Spanish as well as TTY capabilities for the hearing impaired.

To effectively meet our customers' needs, the centers are staffed 24 hours a day, 365 days per year, with trained customer support professionals, responsible for obtaining all above listed service related issues and notifying our Authorized Technicians of the reported problems. Konica Minolta has a multi-phase escalation process designed to determine the root cause of any failure to achieve service standards.

Konica Minolta's warranties are provided under our Customer One Guarantee- "It Works or It Walks"

We are so confident in the quality of our products that we guarantee your Konica Minolta MFP will (1) meet factory specifications and (2) be compatible with your network, or we'll replace it with an equivalent model:

- First two years: replacement will be a brand new MFP
- After two years: replacement may be new or refurbished
- Plus, Konica Minolta will also provide a \$1,000 credit towards your next Konica Minolta MFP as a way to say "we're sorry for the inconvenience"

Please see attached copy of our Customer One Guarantee

3<sup>rd</sup> Party Products - significant failure must be determined by an onsite, Konica Minolta Service representative. The Customer One Guarantee does not apply to these Products.

- ix. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

#### **Reliable, Centralized Service Dispatch Systems**

Konica Minolta's proposal to you includes a centralized service call request process that will ensure timely response to all service requests. While Konica Minolta utilizes a vast network of Service providers, the service call process has been standardized, through the Konica

Minolta's GCS (GLOBAL CLIENT SERVICES), located in our bizhub customer care centers in Windsor, Connecticut and Tempe, Arizona. The GCS is staffed 24 hours a day, 365 days per year, with trained customer support professionals. They ensure each customer receives consistently high levels of service in a simple to manage manner. All your locations will be provided toll-free and web-based access to the GCS, in order to simplify the process of requesting service for your fleet. Users can initiate a service call either through the dedicated toll-free hotline or [www.MyKMBS.com](http://www.MyKMBS.com), our interactive fleet management site, from anywhere at any time.

Upon receipt of a service request, a Customer Support Representative enters all machine and call related information into the Konica Minolta SAP-based Service Management system, which automatically creates a unique service ticket and immediately notifies the assigned Konica Minolta branch technician or Authorized Dealer dispatcher of a new service call. Within 1 hour of receipt of call, the technician or dispatcher will contact the requestor to confirm call receipt and provide an estimated time of arrival. Upon completion of all service calls, the technician "closes" the call in SAP, which gathers details regarding the call, including response time, machine volume and service issue for future reporting.

Every customer is unique. Order processes, shipping and installation will vary based on your specific needs. Your Konica Minolta Account Management Team will tailor an order process around how you conduct business, to make equipment acquisition as seamless as possible for all locations. Typically, the Major Account Management Team or local sales and service provider will first assist in analyzing the actual needs of the location and then recommend a right-sized solution for the environment. Order documents will then be prepared for either purchase or lease and submitted directly to your dedicated Major Account Management Team. Konica Minolta or Dealer administrators will then process the order through our SAP-based operations system. Orders are usually entered into our system within 24 hours of receipt of proper order documentation. Within 10-14 business days, the order will be shipped from a Konica Minolta Regional Distribution Center to a staging area for pre-installation activities. The local Konica Minolta Administrator will then coordinate a delivery and installation schedule with the local end user location, our drivers will deliver on set date, a technician will follow within four hours after the delivery to install and our local trainer will call to schedule training. Orders for consumable supplies can be placed through our web-based fleet management tool, [www.MyKMBS.com](http://www.MyKMBS.com) or by toll-free phone number. Upon receipt of an order request from a client the Konica Minolta Major Account Representative will process the requested order as follows:

- Requested order is immediately input from the order- processing center through the KM Corporate Order Entry System
- Within 24 hours an Order Number is generated against the order input
- Within 24 hours inventory is checked for availability at the Branch Servicing Center (BSC)
- Upon confirmation of inventory availability, a serial number is assigned to the order
- Upon assignment of serial number, the schedule ship date/delivery date is confirmed
- Upon shipping, an invoice number is immediately generated

- Upon shipping confirmation, the KMBS unit (s) is entered into the KM SAP System, which is the database/software that supports the KM Global Client Services (GCS). Upon entry into SAP, the unit(s) is immediately scheduled for technical setup at the customer location.

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

#### **Hours of operation**

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

#### **Problem identification and Resolution**

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

**Global Client Services (GCS)** – Creates the Service Notification in SAP

**Printer Support** – Works with Customer to Resolve or Escalate the Service Notification

**Service Operations** – Provide Replacement Parts to Repair Equipment

**Branch / Dealer** – On-site Service Support

*The Printer Support Group will triage any issues with the following steps:*

**"MOBILE" Service Notifications** directed to Printer Support Routed via Contact to Advisor to triage the problem

**If Problem Resolved** – Close service notification in SAP

**If Problem Escalated** – On site support required.

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

Printer Support Advisor updates notes in SAP such as

- Describes Problem Resolution
  - TAP (Telephone Assistance) Priority
  - Updates SAP service notification information
- Customer up and running – SAP updated and the service notification is closed.

#### **Global Client Services**

All calls regarding equipment, supplies, consumables, software solutions, and help desk support will go through our Konica Minolta Global Customer Support Center.

Konica Minolta utilizes two centralized, service dispatch operations as part of our GCS, and they are located in Connecticut and Arizona. They manage all reporting for our services and follow-up calls. In addition, Konica Minolta accepts calls for the above services via the



Internet, and at MyKMBS.com. The GCS has the capability to handle voice calls in English, French and Spanish as well as TTY capabilities for the hearing impaired.

We have 24 hours a day / 7 days a week ("24/7") support through our Global Client Services. Our GCS is staffed 7x24 hours/day, 365 days /year. During normal staffing days, we have as many as 145 agents on the phones handling transactions. Our GCS contact information is 800-456-5664. The email is GCS@kmb.konicaminolta.us and the fax is 800-967-0410. We understand that answering services, pagers and/or answering machines are not an acceptable means of communication for awarded Contractors. The GCS uses sophisticated staffing algorithms to determine the appropriate number of customer service agents required to handle call volumes. The staffing levels are based on historical information as well as predicted spikes or lulls due to business activity. For after hours, weekend and holiday coverage the GCS utilizes a minimal staffing level that meets our customer's business needs and requirements. During normal staffing days we have as many as 145 agents on the phones handling transactions.

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

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

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

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

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

**bizhub MFDs:**

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

**bizhub Production Print**

- 1 hour guaranteed call back

- Minimum 98% average fleet uptime
- Guaranteed response times

### **bizhub Printers**

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

### **Expert Support Technicians**

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

### **Client Services Desk (option)**

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

### **MyKMBS**

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

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

General Fleet Information

- Provides an overview of your entire fleet, including equipment installation dates and service contract coverage dates.
- Fleet Uptime Performance

Serial	Description	Location	Install Date	Type	Coverage Dates
#####	D13502 (FOR DI)	CUSTOMER LOCATION	06/28/2002	22LM	07/30/2002 - 07/29/2005
#####	D1290F DNA USE	CUSTOMER LOCATION	06/28/2002	22LM	07/30/2002 - 07/29/2005
#####	D1450 COPIER	CUSTOMER LOCATION	06/28/2002	22LM	07/30/2002 - 07/29/2005
#####	D1550 COPIER C	CUSTOMER LOCATION	06/28/2002	22LM	07/30/2002 - 07/29/2005
#####	D1550 COPIER C	CUSTOMER LOCATION	06/28/2002	22LM	07/30/2002 - 07/29/2005
#####	MINOLTA FAX 160	CUSTOMER LOCATION	09/26/2002		
#####	EP5000 COPIER	CUSTOMER LOCATION		22SS	09/30/2003 - 09/29/2004
#####	MF-3600 DNA-US	CUSTOMER LOCATION	09/30/2002		
#####	FAX 3500E	CUSTOMER LOCATION	09/30/2002	2296	05/17/2002 - 09/29/2002
#####	FAX 3500E	CUSTOMER LOCATION	09/30/2002	22SS	09/30/2003 - 09/29/2004
#####	EP5000 COPIER	CUSTOMER LOCATION			

Model	Customer Location	Count	003:32	10994	3565	96
Summary for model: D1450 COPIER	CUSTOMER LOCATION	1	003:32	10994	3565	96
Summary for model: D1550 COPIER C	CUSTOMER LOCATION	0	003:32	13694	3565	96
Summary for model: D1550 COPIER C	CUSTOMER LOCATION	0	003:32	0	0	100
Summary for model: D1550 COPIER C	CUSTOMER LOCATION	0	003:32	12508	12508	92
Summary for model: D1550 COPIER C	CUSTOMER LOCATION	0	001:19	6254	6254	96

Model	Customer Location	Count	003:32	10994	3565	96
Summary for model: D1450 COPIER	CUSTOMER LOCATION	1	003:32	10994	3565	96
Summary for model: D1550 COPIER C	CUSTOMER LOCATION	0	003:32	13694	3565	96
Summary for model: D1550 COPIER C	CUSTOMER LOCATION	0	003:32	0	0	100
Summary for model: D1550 COPIER C	CUSTOMER LOCATION	0	003:32	12508	12508	92
Summary for model: D1550 COPIER C	CUSTOMER LOCATION	0	001:19	6254	6254	96

- Provides uptime and response time statistics for your entire fleet, including the average monthly copy volume and copies between calls.
- Equipment by Location
- A customized inventory report detailing the location of all machines.
- Open Service Calls
- View a list of all open service calls for the entire fleet, and monitor response times.

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

### **Escalation Process**

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

#### First Level Support:

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

#### Second Level Support:

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

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

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

#### Third Level Support:

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

KMPS is chartered to provide a full spectrum of services to customers in North and South America. These services range from consultation and project management to network design and integration. KMPS is also on-site support for complex issues or anomalies in conjunction with SSD. KMPS is staffed with engineers carrying various industry certifications including but not limited to MCSE / MCSA / CNE / MCNE / CNI / CCNA / CDIA / SCO / Solaris / AS/400 Systems Manager). All data relating to the issue is escalated to the applicable Konica Minolta engineer. Our engineers will respond on-site upon review of the issue with the required knowledge and expertise. Konica Minolta works with the SSD and on-site customer service personnel to isolate customer needs, root cause and implement the required solution set.

#### Advanced Communications:

To facilitate the flow of information between Field Service Technicians and Product Engineering Experts, Konica Minolta has made a large investment in technology solutions for these key representatives. Service Technicians utilize wireless connected laptops and direct-connect cellular phones to instantly access information required to maintain our product. This investment ensures that our field technicians have instant connection capabilities to the full array of Konica Minolta corporate resources, promptly resolving all service issues.

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

#### **Incentive Programs**

The Pro-Tech Service Award recognizes Konica Minolta branches and dealers who have demonstrated an exceptional commitment to customer support and satisfaction. The Pro-Tech Service standard is challenging – and the evaluation procedure is rigorous and far-reaching. Konica Minolta is committed to assuring the highest performance standards across our organization. The Pro-Tech Service Award represents achievement of Konica Minolta's highest standards for branch and dealer service and proficiency. Every element of the service operation is scrutinized, including technical expertise, inventory control, dispatch systems, management skills and customer satisfaction. This rigid standard is the reason our Pro-Tech Award has become such a powerful symbol of dedication and proficiency. Attaining Pro-Tech certification and becoming a member of the elite Pro-Tech group is indeed an honor.

#### **How we assess Customer Satisfaction**

Customer satisfaction is measured using several key metrics that measure the most important elements of our performance from a customer's perspective. For one, customer satisfaction surveys are electronically presented to our clients following implementation and periodically during our contract with our customers. Secondly, we use key performance indicators to measure our service response time such as: wait time in the KMBS Global Customer Support Center queue, first call back time, response time for a technician to arrive

on-site, time to repair, uptime on a machine basis and a fleet basis, MCBF or mean copies (prints) between failures, utilization rates of the MFDs and printers, to name a few key measures. Other measures may be added based on agreed to SLAs.

- x. Describe Offeror's invoicing process including payment terms, acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.

Konica Minolta has Administrative Teams in charge of order and invoice implementation located in Ramsey, New Jersey. These teams will be responsible for the review of all purchase orders to make sure that they are correct upon receipt and entered into our SAP system for efficient invoicing.

Payment terms are net 30 days. All credit cards are accepted.

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 Region 4 Members. For leases, there is a nominal upcharge in the lease rate factor when a p-card is utilized.

- xi. Describe Offeror's contract implementation/customer transition plan.

Upon completion of an order with a net new customer, implementation will begin based on the agreed upon install date between the parties. Implementation procedures vary based on the type of equipment/solution/services being provided, but all implementation plans will be outlined and approved by the customer based on the specifications and requirements of the Agreement. For large implementations, we have Regional Engagement Teams that are made up of Program and Project Managers who develop a deployment strategy and schedule after a planning meeting with the customer's deployment team. This ensures a smooth transition, minimizing the disruption to the end users.

Transitions to the OMNIA contract will be completed when applicable but these transitions will be dictated by the type of contract, provided pricing and other factors. Konica Minolta may choose to transition customers if it provides a benefit to both Konica Minolta and the customer.

- xii. Describe the financial condition of Offeror.

Please see attached D&B report.

- xiii. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

Konica Minolta is in the process of developing an online ordering system. Our current online capability is through MyKMBS which is described above in section ix.

- xiv. Describe the Offeror's safety record.

Per the Question and Answer provided by Region 4, the offeror's safety record is not applicable to this RFP.

- xv. Provide any additional information relevant to this section.

**EXHIBIT A**  
**RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

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**1.0 Scope of National Cooperative Contract**

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners, Public Sector.

**1.1 Requirement**

The Region 4 Education Service Center (“ESC”) (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners, Public Sector”), is requesting proposals for Copiers and Printers. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (“Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners, Public Sector’s cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, Public Sector, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners, Public Sector as a Participating Public Agency in OMNIA Partners, Public Sector’s cooperative purchasing program. Registration with OMNIA Partners, Public Sector as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, Public Sector, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners, Public Sector.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, Public Sector, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners, Public Sector’s requirements to market the resulting Master Agreement

nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners, Public Sector.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners, Public Sector reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners, Public Sector to make the Master Agreement available to Participating Procurement Agencies.

## **1.2 Marketing, Sales and Administrative Support**

During the term of the Master Agreement OMNIA Partners, Public Sector intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, Operations & Support

The OMNIA Partners, Public Sector marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners, Public Sector sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service

D. Training sessions for Public Agency teams

E. Training sessions for Supplier teams

The OMNIA Partners, Public Sector contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing

B. Training sessions for Public Agency teams

C. Training sessions for Supplier teams

D. Regular business reviews to monitor program success

E. General contract administration

### **Estimated Volume**

**1.3** The dollar volume purchased under the Master Agreement is estimated to be approximately \$500 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, Public Sector, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners, Public Sector.

### **Award Basis**

**1.4** The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners, Public Sector's option, be the basis of award on a national level through OMNIA Partners, Public Sector. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners, Public Sector. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g. governing law) are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners, Public Sector shall agree without being in conflict with the Master Agreement. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice



requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of Master Agreement and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners, Public Sector).

All purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable administrative fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

### **1.5 Objectives of Cooperative Program**

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners, Public Sector's cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

## **2.0 REPRESENTATIONS AND COVENANTS**

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners, Public Sector designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

### **2.1 Corporate Commitment**

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing

customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners, Public Sector and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

## **2.2 Pricing Commitment**

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

## **2.3 Sales Commitment**

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners, Public Sector nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners, Public Sector in accordance with the OMNIA Partners, Public Sector Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

## **3.0 SUPPLIER RESPONSE**

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners, Public Sector.

### **3.1 Company**

#### **A. Brief history and description of Supplier.**

Konica Minolta Business Solutions U.S.A. Inc. was officially formed in 2003 (Merger of Konica Co.- est. 1873 & Minolta Corp.- est. 1959) when two separate companies, Konica and Minolta; two international imaging technology giants with product lines ranging from industry leading printer/copiers to industrial optics. Konica Minolta has been officially incorporated in America since 1959 and has been an industry leader in the MFP, Scanner, and Solutions space for decades.

Konica Minolta has a wide range of experience, cultivated through over 60 years in the copier industry, and a proven history of delivering total imaging solutions, enterprise content management, MPS and IT services to our clients. It is our underlying principle that we focus on the three most important aspects of a customer's document imaging needs – quality of images, tools and methods for creating those images, and the application of images. To that principal, it is our objective to deliver the most technologically advanced hardware and software solutions as well as the most comprehensive service and support available at a competitive cost.

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.

**B. Total number and location of sales persons employed by Supplier.**

Our products and services are offered nationwide by more than 125 direct branch sales locations, and by approximately 380 Konica Minolta Authorized Dealers. We have over 6,749 employees nationally to support this contract within our direct branches, and over 10,000 authorized dealer employees.

**C. Number and location of support centers (if applicable) and location of corporate office.**

Konica Minolta is headquartered in Ramsey, NJ. In addition to the corporate location, there are 4 regional headquarters located in New York, Florida, Illinois, and California. The government office is based in Vienna, Virginia.

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 public sector entities throughout North America in a minimum amount of time. Our Customer Care Centers are located in Florida and Arizona.

Additional support including site analysis, order receipt and fulfillment, service maintenance, billing and management fleet reporting will be supported by an extensive network of qualified Konica Minolta employees. Konica Minolta has Administrative Teams in charge of order and invoice implementation located in Ramsey, New Jersey. These teams will be responsible for the review of all purchase orders to make sure that they are compliant upon receipt and entered into our SAP system for efficient invoicing

**D. Annual sales for the three previous fiscal years.**

Please find Konica Minolta's annual sales information for fiscal years 2016-2018:

2016: \$2,458,860,000

2017: \$2,294,323,200

2018: \$2,495,628,000

**E. Submit FEIN and Dunn & Bradstreet report.**

Konica Minolta's FEIN is 13-1921089. Please see attached Dunn & Bradstreet report.

**F. Describe any green or environmental initiatives or policies.**

Environmental Sustainability Protecting our planet is a top priority. We pursue a broad array of environmental initiatives – eliminating pollutants, reducing energy consumption and creating products and solutions that help our clients realize their own sustainability goals and strive to assist our clients to resolve their environmental issues.

- Eco Vision 2050 - our long term environmental vision
- Solar Energy Initiative - installation of a solar panels
- to harness the power of the sun for pollution-free energy



- Earth Friendly Products - environmentally friendly innovations that consistently improve efficiencies in our print technologies
- EPEAT - proud to have the highest total of EPEAT points of any registered imaging equipment company in the world
- Clean Planet - program for cost-free recycling of our consumables
- Simitri® HDE Toner - consumes less energy during production and CO2, NOx and Sox emissions are reduced by more than 1/3 during use
- Green Products Certification System
- Green Factory Certification System
- Green Marketing

To ensure efficient implementation of environmental management Konica Minolta is committed to the environment by operating its management systems based on ISO 14001.

KMBS has achieved the highest Electronic Product Environmental Assessment Tool (EPEAT) point totals in the imaging equipment industry in the world. Konica Minolta strives to develop solutions to the challenges facing our global society, including climate change. We're proud to be a leader in environmental sustainability, working with our customers to help reduce impact through ecofriendly products and practices. Our commitment to our planet is supported by our participation and certification in EPEAT. In addition, in our capacity as a Reseller we strive to establish relationships with EPEAT certified companies.



G. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program.

Konica Minolta has partnerships in place with companies who have attained various diversity business certifications across the country. Konica Minolta has developed two programs which have outreach to these valued business communities. First, there is the Vendor diversity program. This program seeks to use small, woman and minority businesses as suppliers to Konica Minolta for our day to day business needs. Second, there is the Konica Minolta Strategic Alliance program. This program 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. Pricing

strategy is not altered when using a Diversity partner- Konica Minolta strives to provide a customer with the best available pricing in all circumstances.

H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.

Konica Minolta does not meet the criteria of a historically underutilized business (HUB) and holds no certifications for this designation. In order to provide customers with an opportunity to work with HUBs, Konica Minolta holds partnerships with companies who have attained these accreditations. For example, Konica Minolta meets the HUB requirements of our Texas DIR contract DIR-CPO-4439. In order to meet these goals, we work extensively with 3 HUB partners within the State.

The process of onboarding and utilizing these HUB partners is outlined in our response to question G above.

I. Describe how supplier differentiates itself from its competitors.

Konica Minolta differentiates itself in many ways for the competition. One primary differentiation is our technology offering and innovation. Konica Minolta is an industry leader due to our consistent growth in technology offerings. The expansion of our overall product and services portfolio over the last 10 years has been fueled by acquisition, organic growth and focused corporate strategy. We offer solutions in the areas of IT Services, Enterprise Content Management, Managed Print Services, Video Surveillance, Business Process Consultation, Work Smart Technology, Interactive Classroom Technology and Production Print Systems. In order to continue our innovation Konica Minolta Invests 8% of revenue into Research and Development every year. We have also opened the Business Innovation Center in Silicon Valley, this center along with 4 additional centers around the world serve as a core engine of innovative growth for Konica Minolta. The BICs' mission is to gain a deeper understanding of our customers' needs and deliver the greatest value to our customers through a focus on identifying innovative technologies through partnership with Ground breaking start-up companies, research institutions, venture capital firms and internal advanced technology labs.

Another differentiator is our ability to optimize our customer's business environments listed below:

- Centralized procurement concept with "print less" specifications
- Industry leading recycling program
- Industry leading security features in MFP product line
- Automation of toner management (automation of processes with no manual intervention)
- Consistent control panel and GUI for MFP based products allowing of ease of use
- Customized managed implementation programs
- Significant and sustained reduction in costs
- Provision of user-appropriate, standardized, and secure output service
- Ensuring a high level device efficiency through expert ongoing consultation
- Attainment of a high level of user satisfaction thanks to ease-of-use
- Customized training programs and tutorials for all products and software sold

- Standard centralized device management software allowing for automated management by device of fleet
- All printer based products are based on an open architecture platform allowing for integration with customer desired workflow software

Our Managed Print Service methodology combines consultancy, implementation and management services. We align your business outcomes to develop executable strategies and improvement plans. Desired business outcome planning is based on business operation, workflow processes, precise statistics, integration requirements and current to future state cost reduction opportunity. This concept rests on three core activities, Consult – Implement- Manage, with each comprised of three key components.

- Consult - capture, analyze, optimize
- Implement - project, change, inform & train
- Manage – operate, monitor, improve

Operating as a complete solution provider, we embrace our history in innovation and our investments in future technologies to continually evolve and remain focused on the management of the entire information lifecycle across various industries. In the United States, our products, solutions and services are offered by more than 125 direct sales locations and approximately 380 Authorized Dealers.

#### **Innovative Solutions to Give Shape to Ideas**

Through our innovative efforts, we are committed to giving shape to our customers' ideas by offering our technologies and innovative solutions which are the driving force behind the creation of new value for our customers.

Key differentiators from those of our competitors:

- ✓ Service Focused - Customized service solutions to optimize workflow by tailoring solutions to meet the unique needs of each customer.
  - Cloud Services: Growth & Speed
    - Our cloud technologies can accelerate you towards your goals. They are scalable and flexible and enable growth and speed to market.
  - Mobility: Innovation
    - Enable a mobile workforce to connect securely, communicate and collaborate. Ensures the added flexibility to utilize multiple network devices.
  - Technology Optimization: Cost Controls
    - Transform your network to deliver the best value for the lowest costs while transitioning to the next generation of technology.
  - Security and Compliance: Data Regulations
    - Secure your systems and data against internal and external threats, Ensure your organization meets current and future compliance regulations.
  - Content Management: Productivity

- Enterprise content management enables information to move seamlessly throughout your organization, allowing you to get more done in less time.
- ✓ Integrated Hardware and Service Solutions to support the design and implementation of complete solutions for document creation, production and management.
  - Managed Print Services (MPS)
    - A fully customized solution that can assess a document and print environment, optimize document workflow, and reduce maintenance costs to improve document output.
  - IT Services
    - All Covered, a division of Konica Minolta Business Solutions, is a leading provider of IT services. Engineers provide your organization with customized IT support to ensure that your IT infrastructure operates optimally.
  - Digital Solutions Center
    - A single point of contact, staffed by system engineers to help you achieve maximum productivity from your networked multifunctional peripherals and applications.
  - Enterprise Content Management
    - Design, deploy and support an ECM strategy customized for your business—a strategy that organizes your information, optimizes your printing, manages your infrastructure and controls your costs.
  - bEST Developer Support Program
    - Offers a comprehensive support infrastructure designed to help streamline your development efforts.
- ✓ Unified Product Approach designed to create consistency and efficiency across product lines.
- ✓ Intuitive bizhub MarketPlace Applications for a new dimension in multifunctional productivity. Download apps that give you direct access to personal or professional information, streamline workflow, improve productivity and enhance user experience.
- ✓ Business Innovative Centers (BIC) launched in five major regions around the world to initiate, support and manage new business and technology in responding to regional customer needs and market development.
- ✓ EcoVision 2050 is a long-term environmental vision to fulfill our commitment, as a global corporation, to a sustainable earth and society. (Established in 2009)

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Konica Minolta considers customer information confidential and proprietary. Konica Minolta is not involved in litigation of a material nature that would adversely affect its ability to deliver the products, services or solutions proposed under this RFP.

- K. Felony Conviction Notice: Indicate if the supplier
- a. is a publicly held corporation and this reporting requirement is not applicable;
  - b. is not owned or operated by anyone who has been convicted of a felony; or
  - c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

As a publicly held company, Konica Minolta meets option a. of this requirement, meaning that this reporting requirement is not applicable.

L. Describe any debarment or suspension actions taken against supplier  
Konica Minolta considers customer information confidential and proprietary. Konica Minolta is not involved in litigation of a material nature that would adversely affect its ability to deliver the products, services or solutions proposed under this RFP.

### 3.2 Distribution, Logistics

- A. Describe the full line of products and services offered by supplier.

Konica Minolta can provide technology, programs and support services that can support the entire lifecycle of a document and beyond. While we have become known for our award winning Multi-Functional Printers and Production Print Systems, Konica Minolta has invested heavily in emerging technology to greatly expand our product, solution and services offerings. This expansion includes a complete IT services offering, Electronic Content Management practice, Security Smart Camera Technology and Video Surveillance, and emerging production technology to include High Speed Ink Jet Printing, Decorative Print and High Speed Label Printing.

We can back our offerings up with support services to address the needs of any public sector customer and provide flexible programs for acquisition.

Please see below for a full outline of the different equipment, solutions, and services available within our response:

#### Equipment Offerings (Lease, Rental, and Purchase)

- Office Multi-function Printers (MFP's) – Konica Minolta's award-winning bizhub multifunction printers speed up output and streamline workflows with multifunctional productivity — printing, copying and scanning with simple on-screen control, seamless software integration and all the options you need for right-size scalability in any business or professional application.
- Printers – Konica Minolta printers offer a wide range of print solutions for any-size business, giving customers the document solution that best fits their needs — and allowing them to replace legacy desktop devices with fast, cost-efficient, networkable printers that speed output, improve image quality and help keep ahead of rising workloads.
- Production/Specialty Printers and Finishing Equipment – Konica Minolta bizhub PRESS and bizhub PRO equipment leads the industry in digital print production performance — with revolutionary color image quality, ultra-high-speed B&W output, pro-quality inline and offline finishing options to meet any job specs, and purpose-built to keep pace with rising workloads.



- Wide Format Printers – Konica Minolta wide format printers provide superior solutions for viewing and printing wide-format engineering drawings, public-works documents and more — with fast output, simple operation, superior image quality in both color and B&W, and scalable configurations to meet the needs of both headquarters and field operations.
- 3D Printers - 3D professional printing brings ideas to life. Konica Minolta provides dramatic 3D printing that communicates user's best designs and ideas, quickly and accurately.
- Scanners – Konica Minolta's Scanner Portfolio offers a range of desktop scanners for general office and production environments, as well as microfilm and book scanners - bringing information into the digital era to streamline workflows.

In addition, Konica Minolta is dedicated to providing a full portfolio that meets and exceeds the expectations of this RFP. Below are the additional solutions and services we offer based on the Scope of Products and Services section of the RFP:

### **Information Technology Consulting Services**

- IT Services – To complement our award-winning document systems and workflow solutions, Konica Minolta helps government leaders meet the challenges of today's fast-moving environment with a range of IT Services— comprehensive support programs and capabilities that can be customized to an agency's needs. Help desk, application services, cloud services, managed IT and more—IT Services from Konica Minolta does it all, increasing productivity without adding personnel to the payroll.
- IT Support- Our All Covered division consisting of engineers, IT consultants and partners can provide support nationwide and are certified in all major technologies. They are on hand to guide businesses through their technology decisions in a consulting capacity and can be tapped to implement a wide-range of IT projects to suit customers' needs. Some of the areas of competency include; IT projects, Cloud Storage, Help Desk Support, IT hardware, Application Development, Voice Over IP Solutions, Staff Augmentation, and IT security.
  - **Project consulting and implementation** – All Covered provides guidance and assistance in the form of experienced engineers when organizations need to update or implement new technologies.
  - **Computer upgrades and migrations** – All Covered is equipped to handle all of a customer's migration and hardware upgrade needs such as implementing a new email server or upgrading all of client's laptops to the most recent version of Windows.
  - **Network designs** – Our IT experts can build a secure and streamlined network that supports users' computing needs and ensures all users have easy access to network resources such as printers and servers.
  - **Security assessments** – Our team of security experts can determine if an organization has any security issues and how to fix them. We can fix security compromises before it can cause any serious damage to your business.
  - **Virtualization design and implementation** – All Covered can guide organizations toward virtualization solutions that reduce

dependency on expensive hardware by purchasing a few high quality servers and “virtualizing” or installing other application-based servers on them.

- **Office and data center moves** – We can handle all of a customer’s IT needs during a move to a new location.

### **Inter/Intranet Services**

- Application Software – Konica Minolta provides software that can be integrated with our hardware offerings to solve business problems that exist in the public sector. The software solutions include options for cost recovery, document management, automated workflow, business process automation, mobility and security and compliance.
- Web and Server based software and workflow solutions- to improve process and make documents more accessible while maintaining security our customer’s demand Our goal is to enable customers organizations to digitally transform to create more meaningful connections with the people they serve through process improvement and collaboration.
- Our software solutions we offer range from our strategic partnerships with companies such as Hyland Onbase, Square 9 and Nuance to name a few. We have the proven experience in the public sector with both central State government and large political subdivision customers implementing these solutions to improve records management, plan review, agenda management, and Foia worklow at all levels of an organization.

### **Network Services**

All Covered has services in place to address a customer’s ongoing IT management and support needs. We can provide consultation services to address the needs of the customer. We have access to any IT hardware needed to be placed to implement and maintain a customer’s network environment and can provide support and administration as needed both remotely and on site. One of our support packages, Commonly referred to as “All Covered Care,” , is a Managed IT Services package to provide regular management of systems and networks that keep clients’ PCs, servers and networks up and running, minimizing downtime and maximizing productivity.

### **See what’s included in our Managed IT Services package below:**

- Server Backup Solutions – All Covered helps businesses establish a local backup or off-site cloud storage solution that provides relief in the form of simple recovery of files, folder and email data, but may be insufficient to address total server loss. (See All Covered’s Cloud Services for our more robust backup solution.)
- Server and PC Management – We proactively update, back up and manage all of a customer’s computers and servers remotely. Every aspect of their network is monitored and issues can be spotted and fixed before they cause any type of problems.
- Help Desk – Customers have access to live support via telephone or through the Internet 24 hours a day, 7 days a week.
- Onsite Support and Emergency Response – All Covered's 24/7 support makes it possible for engineers to take care of any IT system issue as soon as it is discovered. If any part of a customer’s IT system develops a problem, All Covered can remotely access their system and initiate Remote Support to

address the problem. If we can't resolve the issue remotely, on-site emergency support is available.

- Client Portal – Customers can schedule onsite visits, submit and track help tickets, and view information through All Covered's online client portal.
- IT Strategy – All Covered guides businesses through the abundance of emerging technologies at their disposal and helps them to plan a strategy that works for them.
- Messaging and Endpoint Protection – Several security items are included in this package that protect client servers, including email antivirus, spam filtering, email continuity, phishing protection, managed antivirus, managed malware protection, DNS filtering and managed Microsoft patching.

#### **Office and Work Group Products and Services**

- Konica Minolta is a leader in providing award winning office product technology. Our offering includes a complete line up of Black and White and Color Multi-functional Printers, Desktop Printers and Application Software that works with these systems to improve workflow, security, output management and cost containment.
- Managed Print Services – Konica Minolta's Managed Print Services program helps government organizations identify the right devices at the right locations, while more effectively managing their print environments. A properly designed print management program monitors the printing behaviors of staff and identifies actual printing needs, thereby eliminating wasteful printing practices. A well-executed print management strategy can save money, reduce environmental waste, free up IT resources and extend the useable life of printing devices. All of this adds up to huge savings for our customers.

#### **Centralized Production Products and Services**

- Konica Minolta is a leader in providing production products and solutions. Konica Minolta sells and services a full line of Color and Black and White Light and Heavy Production Printing Devices to include, High Speed Ink Jet Systems, High Speed Cut Sheet Digital Presses, High Speed Traditional Production Printers, Wide Format Printers, Decorative Print Devices, High Speed Production Label Printers, Specialty Off Line Finishing Devices and Production Print Workflow Software. In addition to the technology we have the expertise to install, Implement and service these devices in steady state operation.
- Konica Minolta's Facilities Management is an extensive program that can reduce costs and implement best business practices throughout your organization — from staffing to technologies — and across all aspects, including managing your flow of information to moving hard copy and electronic documents to their final destinations. We ensure the smooth operation of your business so you can focus on its performance. We help you optimize your operations and control operating costs. We help you take care of global capabilities. And we offer solutions for managing change. It's all about providing a smarter way to manage your facility and bring you confidently into the workplace of the future. To be competitive today, you need to keep pace with technology. Stay ahead of your competition. Focus on fast-changing conditions that create new opportunities for improved

productivity and profitability. And that's what we're all about. Our Managed Office Services include Secure Mail Distribution and Management, On-Site and Off-Site Production Centers, Centralized Copy/Print Center Staffing, Creative Design Services, MFP Fleet Management, Reception and Security, Shipping and Receiving, Hospitality and Conference Room Management.

#### **Document Storage and Retrieval Products and Services**

- Enterprise Content Management Software and Services – Konica Minolta's Enterprise Content Management (ECM) services and document management solutions allow for better capture, retrieval and retention of data, and then houses it all in one central, online repository either on premise or offsite – or both. Now, with digital content all in one place, customers benefit from a tailored solution that integrates seamlessly with their existing systems. They will experience accelerated information flow, increased staff productivity and reduced costs from processes that will be significantly more productive.

In addition to the software and services mentioned above in section 5 Intra/Internet Services, Konica Minolta can provide hardware and software to address these needs as listed below;

- Hardware offerings
  - Light and production scanning
  - Book scanners
  - Microfiche scanners
- Scanning Services
  - Backfile
  - Go forward archival
  - Standard large format
  - Books
  - Delicate Artifacts
  - On-site
- Conversion Services
  - Microfilm
  - Microfiche
  - Aperture cards
  - COM
  - Legacy document management systems
  - Audio/Video conversion
- Business Process Outsourcing
  - AP Automation
  - Claims Processing
  - Mail Room
  - Foia requests
  - Hybrid

- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Konica Minolta Business Solutions is able to fully support products and services under the Master Agreement Nationwide. All MFD's included in this proposal are delivered throughout the United States, including Territories and Outlying Areas. Our Branch and Dealer coverage includes sales and support available to any applicable OMNIA Partners Participating Public Agency.

- C. Describe how Participating Agencies are ensure they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Konica Minolta uses a customized version of SAP software that will enable us to assign a specific internal Master Agreement number for the OMNIA Partners contract. The master agreement will represent the complete contractual relationship between KMBS and OMNIA Partners, including terms and conditions and pricing information. Sales reps will utilize the pricing loaded into SAP to create quotes to send to customers referencing the OMNIA Partners contract.

Our sales force is located across the United States, within our Direct Branches as well as numerous Dealer locations. These groups meet with customers and provide guidance on potential procurement options and will submit quotes with pricing information for Participating Agencies to review and approve. Upon approval of a quote, the customer will provide Konica Minolta with a Purchase Order and/or Lease Agreement which will verify the transaction and begin the delivery and installation process.

To confirm that pricing provided by the Branches and Dealers is within the required established contract price, Konica Minolta will post a Catalog on our dedicated website that will include all approved pricing available under the Agreement. Additionally, upon receipt of every order, our order processing and master agreements teams review the entire order for compliance with the master agreement terms and pricing.

- D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

Konica Minolta sells, services, and ships 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. If a Dealer is utilized for a transaction, they would ultimately be responsible for the shipment of the equipment to the customer once they have received the proper inventory from Konica Minolta. In certain instances, 3rd party companies whom we hold a teaming agreement with will be hired to ship equipment to specific locations upon approval. A list of these companies may be provided upon request.

For any solutions that Konica Minolta does not directly manufacture, we cultivate and maintain effective strategic partnerships with the manufacturers that allow us to sell products on their behalf. In these instances, shipping and delivery of hardware is determined by the Branch/Dealer and the Manufacturer.

- E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Our products and services are offered nationwide by more than 125 direct sales locations; and by approximately 380 Konica Minolta Authorized Dealers. 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.

### **3.3 Marketing and Sales**

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

Konica Minolta will market this agreement to all applicable customers. However, we have multiple programs currently in place and will utilize the contract vehicle requested at the customer's discretion. Our Vice President of Government Sales and Marketing, Todd Foote, will act as the executive endorsement providing notice of the award internally and acting as the lead executive for all marketing and sales efforts for the OMNIA Partners contract.

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners, Public Sector team within first 90 days

Konica Minolta's Government Sales and Marketing Team is committed to making an awarded OMNIA Partners contract a successful, rewarding tool for our dealer and direct sales channels. Upon award of the contract, our team will create materials that aid in the marketing, sales and order processes utilized by all Konica Minolta management, administration and channel sales teams. These materials, which are posted to Konica Minolta's internal Government Portal, will include launch presentations, price catalogs, OMNIA Partners marketing materials, FAQ's, sales and order process guides, internal process documentation and a link to the OMNIA Partners website for additional organizational information.

Once materials are posted to our Government Portal, we will review the contract details and information via webinar with Konica Minolta's Administrative Teams that are responsible for order review and processing, compliance and billing to answer any questions they have before the first order is placed. We will then schedule a series of launch webinars to accommodate all sales teams across the country. The following information will be shared in the launch:

- OMNIA Partners Organizational Overview
- OMNIA Partners Contract Overview
- Customer Eligibility
- Konica Minolta Product and Services Offering
- Price Catalog
- Terms and Conditions
- OMNIA Partners Sales Talk Track
- Sales Process
- Order Process and Documentation
- Internal Processes
- Government Portal Review

- Marketing Resources

The webinars are recorded to ensure everyone is able to receive the information and re-visit it, if necessary. After the national webinars are complete, our Government Account Managers (GAM's) will conduct additional regional, local or dealer/branch specific reviews of the OMNIA Partners contract. In conjunction with any OMNIA Partners strategy and review session, our GAM's will provide training on how customers benefit from using the Contract and how they can utilize OMNIA Partners in lieu of the RFP process. This training will excite the sales teams and create personal motivation to market the OMNIA Partners contract. In addition to the GAM's, each channel has assigned regional resources (Dealer Enterprise Account Managers and Direct Sales Managers dedicated for Government and Education) that assist in training, marketing, and selling the OMNIA Partners contract. These channel resources will also aid in the order processes and documentation should questions arise from the sales teams.

Pricing will be readily available to management, administration, and the sales team on our Government Portal. When updates to the OMNIA Partners contract are made, a bulletin will be created and distributed to all personnel to inform them of changes to pricing, products or anything else related to the OMNIA Partners contract.

- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
  - i. Creation and distribution of a co-branded press release to trade publications
  - ii. Announcement, Master Agreements details and contact information published on the Supplier's website within first 90 days
  - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
  - iv. Commitment to attendance and participation with OMNIA Partners, Public Sector at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
  - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners, Public Sector for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners, Public Sector.
  - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
  - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
  - viii. Dedicated OMNIA Partners, Public Sector internet web-based homepage on Supplier's website with:
    - OMNIA Partners, Public Sector standard logo;
    - Copy of original Request for Proposal;

- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners, Public Sector's website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners, Public Sector

Konica Minolta's 90 day marketing plan will incorporate our standard contract launch and marketing strategy to market our newly awarded OMNIA Partners contract. Implementation and timelines of the plan may vary, with many steps begun even before contract execution. Specific timelines may be provided upon contract award. Our first step in this process is ensuring that our dealer and direct sales channels are fully prepared to effectively market and utilize the contract.

Konica Minolta uses various forms of technology in marketing internally and externally to our customers. Internally, 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 will also create a learn track to include material about the OMNIA Partners contract to test the knowledge of sales representatives and managers.

Sales teams also have access to our internal Government Portal which is located on a website available to all Konica Minolta employees and dealer personnel. Also 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 OMNIA Partners Contract and any other relevant news.

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.

Externally, Konica Minolta uses social media platforms such as Facebook, Twitter, LinkedIn, YouTube, Pinterest, and Instagram to provide followers information. These platforms will be used to announce an OMNIA Partners Contract award. We also use industry publications to make announcements and promote Konica Minolta and its partners.

Konica Minolta will provide an electronic link to the OMNIA Partners website for additional organizational information including the online registration page.

We will create a customer facing microsite for contracts. Available resources include; pricing catalogs, product information and sales material. These items along with essential updates for our current contracts will also be accessed on this site. Upon award, the new contract information and documentation will be added to this microsite.

To further market the contract to eligible agencies, our direct and dealer channels will participate in government and education procurement conferences and trade shows.



Konica Minolta's strength in marketing the will come from our expansive dealer network and direct branches. Our 125 Direct sales teams and approximately 380 dealers 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 OMNIA Partners contract.

Konica Minolta will also utilize our corporate marketing department to deploy our marketing strategy. Our marketing initiatives will include the following:

- **Co-Branded Press Release** – Upon contract award, Konica Minolta will coordinate with OMNIA Partners to create a co-branded press-release. This release will be available the trade publications and will help market the contract to public entities nationwide.
- **Internal Email Campaign to Channel Sales Teams** – In order to create awareness and expertise to the contract, Konica Minolta will create an internal email campaign that will highlight the benefits of OMNIA Partners 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.
- **Konica Minolta OMNIA Partners 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.
- **Marketing Materials** – Konica Minolta will create OMNIA Partners contract specific marketing materials highlighting Konica Minolta and Omnia Partners partnership and benefits to public sector customers. These materials may be customized and made available to OMNIA Partners for use in OMNIA Partners marketing publications. We will also co-brand Konica Minolta brochures and sell sheets that will provide features and benefits of OMNIA Partners and Konica Minolta products that are available on OMNIA Partners Contract.
- **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 contract to current and prospective customers.
- **National Conferences and Trade Shows** – Konica Minolta will attend government and education procurement conferences and trade shows to showcase our offerings and to promote the OMNIA Partners Contract. Our dealers and branches also attend the many local conferences and expos in their markets to showcase Konica Minolta products, the OMNIA Partners Contract and their local sales teams.
  - Konica Minolta commits to provide reasonable assistance to the promotion and marketing efforts for any Konica Minolta/Omnia Public Sector contract awards at the NIGP Annual Forum, as mutually agreed to prior to the event.

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners, Public Sector. Include a list of current cooperative contracts (regional

and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Konica Minolta will keep customers apprised of all available Public Sector Agreements that they are eligible to utilize. In certain instances, an organization may be able to transition from one contract vehicle to another. Due to terms and conditions and pricing of the current agreement with the customer, these transitions will be at Konica Minolta's discretion.

- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners, Public Sector and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners, Public Sector logo will require permission for reproduction, as well.

Konica Minolta agrees to provide its logo(s) to OMNIA Partners, Public Sector and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Konica Minolta acknowledges that use of OMNIA Partners, Public Sector logo will require permission for reproduction, as well.

- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners, Public Sector. All sales materials are to use the OMNIA Partners, Public Sector logo. At a minimum, the Supplier's sales initiatives should communicate:

- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- ii. Best government pricing
- iii. No cost to participate
- iv. Non-exclusive

Konica Minolta is dedicated our goods and services to public agencies nationwide. We have a lead distribution process currently in place to ensure the timely follow-up to customer inquiries. Konica Minolta has based our proposal on the information provided in this RFP. All discounts for customers of similar size and scope have been considered when generating the price to OMNIA Partners. Additional discounts may be available to the OMNIA Partners Member upon review, negotiation, and at Konica Minolta's discretion.

- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- i. Key features of Master Agreement
- ii. Working knowledge of the solicitation process
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners, Public Sector
- iv. Knowledge of benefits of the use of cooperative contracts

Upon award of the contract, the Konica Minolta Government Sales and Marketing team will create dedicated materials that provide detailed information about the Agreement to promote its use moving forward. These materials will include important information such as:

- Master Agreement information (Scope, Term Dates, Contract Number, etc.)
- RFP Information and Overview
- Key Terms and Conditions
- Available Products and Services

- Eligible Agencies and Cooperative Purchasing Overview

Any materials created are utilized by all Konica Minolta management, administration and channel sales teams and are posted to Konica Minolta's internal Government Portal for access throughout the life of the contract.

In addition to this documentation, which will be used as the basis for our contract launch and continual training programs, Konica Minolta will create a contract playbook with detailed information on utilization strategies and the benefits of the new Agreement. Learn Tracks will be established to incorporate the necessary contract information into continual training and education of the appropriate parties.

- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
- i. **Executive Support**  
Todd Foote, Vice President, Government Sales and Marketing  
[tfoote@kmbs.konicaminolta.us](mailto:tfoote@kmbs.konicaminolta.us)  
703-760-3561
  - ii. **Marketing**  
Thomas Cutler, Regional Director Government and Education South and East Regions  
[tcutler@kmbs.konicaminolta.us](mailto:tcutler@kmbs.konicaminolta.us)  
727-542-8472
  - iii. **Sales**  
Thomas Cutler, Regional Director Government and Education South and East Regions  
[tcutler@kmbs.konicaminolta.us](mailto:tcutler@kmbs.konicaminolta.us)  
727-542-8472
  - iv. **Sales Support**  
Thomas Cutler, Regional Director Government and Education South and East Regions  
[tcutler@kmbs.konicaminolta.us](mailto:tcutler@kmbs.konicaminolta.us)  
727-542-8472
  - v. **Financial Reporting**  
Lisa Murdza, Government Program Specialist  
[lmurdza@kmbs.konicaminolta.us](mailto:lmurdza@kmbs.konicaminolta.us)  
239-210-3409
  - vi. **Accounts Payable**  
Miriam Aquino, Accounts Payable Manager  
[kmbs\\_accts\\_payable@kmbs.konicaminolta.us](mailto:kmbs_accts_payable@kmbs.konicaminolta.us)  
201-934-5331
  - vii. **Contracts**  
Jack Dixon, Government Contracts Manager  
[jack.dixon@kmbs.konicaminolta.us](mailto:jack.dixon@kmbs.konicaminolta.us)

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Konica Minolta's dedicated Government sales and marketing team is led by National Director of Government Sales Scott Massey (SMassey@kmbs.konicaminolta.us), who has 13 employees dedicated to State and Local sales: 2 Regional Director of Government Sales and 11 Government Account Managers. This team is responsible for all State and Local Government, as well as National Educational Cooperative, sales.

Our Government Account Managers work directly with our direct branches and dealers to educate them on the contracts and assist with sales within their designated territories.

We also have a Contracts department that is responsible for the overall management and compliance of all of our state, education and federal contracts. Our contracts department manages over 60 State Contracts Nationally; 1 National Education contract, and 2 GSA Schedules, 36 and 70. Dedicated Government and compliance teams are in place to manage this contract.

In addition to our Government Account Managers and Contracts department, we have direct and dealer sales operations to help support our branches and dealers when using our government contracts. They are comprised of 4 Regions.

Our products and services are offered nationwide by more than 125 direct branch sales locations, and by approximately 380 Konica Minolta Authorized Dealers. 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, and over 10,000 authorized dealer employees. We maintain 12 national distribution centers, including a major distribution warehouse complex in Brooks, Kentucky, just minutes from a central UPS shipping hub, conveniently allowing us to serve the document production and management needs of client companies throughout North America in a minimum amount of time.



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 125 Direct Branch Sales Offices and approximately 380 Authorized Dealers nationwide, all fully supported by Konica Minolta Service and Technical experts, the Konica Minolta service model ensures that our customers receive the same high level of service, compliant with Konica Minolta's prescribed standards, consistently across all locations.

All of our branches and dealers will sell and service in their assigned counties. They will be 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 installing equipment and training the customers on the use of the equipment. After installation, they will be

responsible for service on the equipment installed. All Konica Minolta Authorized dealers are contractually bound to uphold all pricing terms and conditions of Konica Minolta held contracts. Konica Minolta will hold quarterly meetings with our sales and servicing branches and dealers to discuss the contract, issues, sales progress and performance.

I. Explain in detail how the sales teams will work with the OMNIA Partners, Public Sector team to implement, grow and service the national program.

The sales teams, along with the Government Sales and Marketing Group, will spearhead marketing efforts described previously within this response. In addition, they will coordinate with OMNIA Partners business development groups to find new opportunities at the State, Local, and Education level.

Konica Minolta's Government Sales and Marketing Team believe that a strong partnership with OMNIA Partners will provide an opportunity to collaborate on sales efforts which will result in growth of the national program. We would request a strategy meeting with our OMNIA Partners Contract Manager upon award to learn the best practices of OMNIA Partners and its most successful vendors. Subsequently, we would hold periodic reviews to discuss ideas and to ensure our implementation strategies are effective.

Konica Minolta would request assistance from OMNIA Partners on customer engagements including answering member questions, prospective customer meetings, contract validation discussions and any other contract related engagements that require OMNIA Partners assistance to move an opportunity forward.

Konica Minolta would utilize OMNIA Partners resources to update customer on the addition of products or services or any other contract related information.

We would request assistance with Regional and Local Sales Meetings to share OMNIA Partners cooperative contract talk track and benefits in your words. On occasion, we would ask that OMNIA Partners be involved in specific branch or dealer 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.

Our vertically assigned branch and dealer sales teams have well established sales processes that include a cooperative contract sales track. Our OMNIA Partners training will provide them the information they need to market the 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 OMNIA Partners in their everyday sales processes.

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account setup, timely contract administration, etc.

Konica Minolta's Government Sales and Marketing Team will be directly responsible for the coordination and management of the OMNIA Partners program throughout the life of the contract. Upon award, our team will establish the necessary processes internally to manage the contract vehicle and distribute necessary information to the appropriate internal parties. This information will be posted to Konica Minolta's internal Government Portal and will include all marketing and contractual documentation and information needed to utilize the contract.

Our State Government Account Managers (GAM's) will conduct launches to regional, local or dealer/branch specific reviews of the OMNIA Partners contract. In conjunction with any OMNIA Partners strategy and review session, our GAM's will provide training on how customers benefit from using the OMNIA Partners Contract and how they can utilize the awarded contract in lieu of the RFP process. This training will excite the sales teams and create personal motivation to market the OMNIA Partners contract. In addition to the GAM's, each channel has assigned regional resources (Dealer Enterprise Account Managers and Direct Regional Vertical Managers for Government and Education) that assist in training, marketing, and selling the OMNIA Partners contract. These channel resources will also aid in the order processes and documentation should questions arise from the sales teams.

Upon notification of an interested Participating Public Agency, the GAM will coordinate with the branch or dealer that holds the account to ensure that all contractual compliance needs are met. This includes actions such as registering the Agency as an OMNIA partners member, ensuring their organization meets the statute requirements for cooperative purchasing, and assisting with any questions related to the contract or the procurement.

Pricing will be readily available to management, administration, and the sales team on our Government Portal. When updates to the OMNIA Partners contract are made, a bulletin will be created and distributed to all personnel to inform them of changes to pricing, products or anything else related to OMNIA Partners contract

- K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Public Agencies Sales for fiscal year 2018 is \$276,500,000.

Konica Minolta considers its Public Agency Customers list confidential and proprietary.

- L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

**Standard Order Process**

Orders can be mailed, faxed or emailed for immediate processing. Konica Minolta has a hotline that customer can call between 8:30 am and 8:00 pm EST to check on the status of purchase orders at 800-456-6422 Ext 2519. Our dealer network supports this response, and where authorized by the Participating State, they will have the ability to accept and process purchase orders directly as well.

- Requested order is immediately input from the order- processing center through the KM Corporate Order Entry System
- Within 24 hours an Order Number is generated against the order input
- Within 24 hours inventory is checked for availability at the Branch Servicing Center (BSC)
- Upon confirmation of inventory availability, a serial number is assigned to the order
- Upon assignment of a serial number, the schedule ship date/delivery date is confirmed
- Upon shipping, an invoice number is immediately generated

- Upon shipping confirmation, the Konica Minolta device(s) is entered into the Konica Minolta SAP System (a database/software that supports the Customer Care Center).
- Upon entry into SAP, the device(s) is immediately scheduled for technical setup at your location

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

#### Expedited Order Process

Upon a customer's request for an expedited order processing, the sales representative will upload the order documentation into the system and will code it as a "rush". Once administration receives the request, they will prioritize the order and process it in accordance with our standard procedure.

## **M. Redacted**

Konica Minolta does not feel that is prudent to provide minimum sales thresholds as we have no past experience with OMNIA Partners and therefore have no basis to establish these thresholds.

Our public sector sales numbers have been provided and represent a market segment that is a high priority to grow and expand. Our expectation is that this agreement will be part of set expansion.

- N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
- Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners, Public Sector).
  - If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners, Public Sector under the Master Agreement.
  - Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners, Public Sector).

- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

It is difficult to anticipate all variables that may come into play within a future solicitation. Konica Minolta will evaluate each opportunity on a case by case basis rather than commit to a defined response strategy at this time. When a solicitation request's pricing from an OMNIA Partners agreement, we will respond accordingly.



**EXHIBIT F**  
**FEDERAL FUNDS CERTIFICATIONS**

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**FEDERAL CERTIFICATIONS**  
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

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**TO WHOM IT MAY CONCERN:**

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

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**DEFINITIONS**

**Contract** means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

**Contractor** means an entity that receives a contract as defined in Contract.

**Cooperative agreement** means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302-6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

- (i) Direct United States Government cash assistance to an individual;
- (ii) A subsidy;
- (iii) A loan;
- (iv) A loan guarantee; or
- (v) Insurance.

**Federal awarding agency** means the Federal agency that provides a Federal award directly to a non-Federal entity

**Federal award** has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

**Non-Federal entity** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

**Nonprofit organization** means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

**Obligations** means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

**Pass-through entity** means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

**Recipient** means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

**Simplified acquisition threshold** means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$150,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

**Subaward** means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

**Subrecipient** means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

**Termination** means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

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#### APPENDIX II TO 2 CFR PART 200

**(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES JSN Initials of Authorized Representative of offeror

**(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES JSN Initials of Authorized Representative of offeror

**(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 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 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”**

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES JSD Initials of Authorized Representative of offeror

**(D) 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 CFR Part 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 CFR Part 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.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES JSD Initials of Authorized Representative of offeror

**(E) 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 CFR Part 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.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES JSD Initials of Authorized Representative of offeror

**(F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §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 CFR Part 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.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES JSD Initials of Authorized Representative of offeror

**(G) Clean Air Act (42 U.S.C. 7401 -7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—**

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires 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. 74017671q) 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)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES JSD Initials of Authorized Representative of offeror

**(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 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 Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 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.**

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES JSD Initials of Authorized Representative of offeror

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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.**

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES JSD Initials of Authorized Representative of offeror

---

#### RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

---

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES JSD Initials of Authorized Representative of offeror

Requirements for National Cooperative Contract

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**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

---

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES     JSD     Initials of Authorized Representative of offeror

---

**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

---

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES     JSD     Initials of Authorized Representative of offeror

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**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

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Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES     JSD     Initials of Authorized Representative of offeror

---

**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

---

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES     JSD     Initials of Authorized Representative of offeror

---

**Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

Offeror's Name: **Konica Minolta Business Solutions U.S.A, Inc.**

Address, City, State, and Zip Code: **1595 Springhill Rd Suite 410, Vienna, VA 22182**

Phone Number: **703-760-3584** Fax Number: **703-506-1257**

Printed Name and Title of Authorized Representative: **Jack Dixon, Government Contracts Manager**

Email Address: **jack.dixon@kmb.konicaminolta.us**

Signature of Authorized Representative:     JSD     Date: **November 15, 2019**

**OWNERSHIP DISCLOSURE FORM  
(N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

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

**Street:** 1595 Springhill Rd Suite 410

**City, State, Zip Code:** Vienna, VA 22182

**Complete as appropriate:**

I \_\_\_\_\_, certify that I am the sole owner of \_\_\_\_\_, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

**OR:**

I \_\_\_\_\_, a partner in \_\_\_\_\_, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

**OR:**

I **Jack Dixon**, an authorized representative of **Konica Minolta Business Solutions U.S.A. Inc.**, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

**(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)**

Name	Address	Interest
None		

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

11-15-2019  
**Date**

  
Government Contracts Manager  
**Authorized Signature and Title**

NON-COLLUSION AFFIDAVIT

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

Street: 1595 Springhill Rd Suite 410

City, State, Zip Code: Vienna, VA 22182

State of Virginia

County of Fairfax

I, Jack Dixon of the Vienna  
Name City

in the County of Fairfax, State of Virginia  
off ull age, being duly sworn according to law on my oath depose and say that:

I am the Government Contracts Manager of the firm of Konica Minolta Business Solutions U.S.A Inc.  
Title Company Name

*the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint off ree, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.*

*If further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by*

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

 Government Contracts Manager  
Authorized Signature & Title

Subscribed and sworn before me

this 15 day of November, 20 19

Notary Public of Virginia  
My commission expires 7-31, 20 20

SEAL

**AFFIRMATIVE ACTION AFFIDAVIT  
(P.L. 1975, C.127)**

**Company Name:** Konica Minolta Business Solutions U.S.A., Inc.  
**Street:** 1595 Springhill Rd Suite 410  
**City, State, Zip Code:** Vienna, VA 22182

**Proposal Certification:**

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)  
Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval OR
2. A photo copy of their Certificate of Employee Information Report OR
3. A complete Affirmative Action Employee Information Report (AA302)


**Public Work – Over \$50,000 Total Project Cost:**

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the
- B. Approved Federal or New Jersey Plan – certificate enclosed

*I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*

11-15-2019

*Date*

 , Government Contract Manager  
*Authorized Signature and Title*



**P.L. 1995, c. 127 (N.J.A.C. 17:27)**  
**MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE**  
**CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

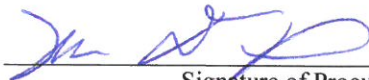
The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



Signature of Procurement Agent

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
  - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used “as-is”, subject to edits as described herein.
  - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at [http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**


Required Pursuant to N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

**Part I – Vendor Information**

Vendor Name:	Konica Minolta Business Solutions U.S.A., Inc.		
Address:	1595 Springhill Rd		
City:	Vienna	State: VA	Zip: 22182

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

  
Signature \_\_\_\_\_ Jack Dixon \_\_\_\_\_ Government Contract Manager  
Printed Name Title

**Part II -Contribution Disclosure**

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

Check here if the information is continued on subsequent page(s)

**List of Agencies with Elected Officials Required for Political Contribution Disclosure**  
**N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD  
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A  
COUNTY-BASED, CUSTOMIZABLE FORM.**

**STOCKHOLDER DISCLOSURE CERTIFICATION**

**Name of Business:**

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

Partnership       Corporation       Sole Proprietorship

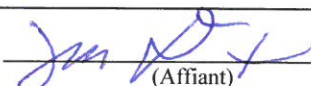
Limited Partnership       Limited Liability Corporation       Limited Liability Partnership

Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this <u>15</u> day of <u>November</u> , 2019	 (Affiant)
(Notary Public)	<u>Jack Dixon, Government Contract Manager</u> (Print name & title of affiant)
My Commission expires: 7-31-2020	(Corporate Seal)

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: \_\_\_\_\_

Bidder/Offeror: Konica Minolta Business Solutions U.S.A. Inc.

**PART 1: CERTIFICATION**

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**

**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

**PLEASE CHECK THE APPROPRIATE BOX:**

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

**OR**

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.**

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____	
_____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	
Contact Phone Number _____	

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Jack Dixon

Signature: 

Title: Government Contracts Manager

Date: 11-15-2019



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.

**Trade Name:**

**Address:** 100 WILLIAMS DRIVE  
RAMSEY, NJ 07446-2907

**Certificate Number:** 0108836

**Effective Date:** December 05, 1972

**Date of Issuance:** November 04, 2019

**For Office Use Only:**

20191104154149607



## EXHIBIT H

### ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners, Public Sector and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

**Nationwide:**

State of Alabama	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at [http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml) and <https://www.usa.gov/local-governments>.

**Certain Public Agencies and Political Subdivisions:**

**CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:**

BAKER CITY GOLF COURSE, OR  
 CITY OF ADAIR VILLAGE, OR  
 CITY OF ASHLAND, OR  
 CITY OF AUMSVILLE, OR  
 CITY OF AURORA, OR  
 CITY OF BAKER, OR  
 CITY OF BATON ROUGE, LA  
 CITY OF BEAVERTON, OR  
 CITY OF BEND, OR  
 CITY OF BOARDMAN, OR  
 CITY OF BONANAZA, OR  
 CITY OF BOSSIER CITY, LA  
 CITY OF BROOKINGS, OR  
 CITY OF BURNS, OR  
 CITY OF CANBY, OR  
 CITY OF CANYONVILLE, OR  
 CITY OF CLATSKANIE, OR  
 CITY OF COBURG, OR  
 CITY OF CONDON, OR  
 CITY OF COQUILLE, OR  
 CITY OF CORVALLI, OR  
 CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR  
 CITY OF COTTAGE GROVE, OR  
 CITY OF DONALD, OR  
 CITY OF EUGENE, OR  
 CITY OF FOREST GROVE, OR  
 CITY OF GOLD HILL, OR  
 CITY OF GRANTS PASS, OR  
 CITY OF GRESHAM, OR  
 CITY OF HILLSBORO, OR  
 CITY OF INDEPENDENCE, OR  
 CITY AND COUNTY OF HONOLULU, HI

CITY OF KENNER, LA  
 CITY OF LA GRANDE, OR  
 CITY OF LAFAYETTE, LA  
 CITY OF LAKE CHARLES, OR  
 CITY OF LEBANON, OR  
 CITY OF MCMINNVILLE, OR  
 CITY OF MEDFORD, OR  
 CITY OF METAIRIE, LA  
 CITY OF MILL CITY, OR  
 CITY OF MILWAUKIE, OR  
 CITY OF MONROE, LA  
 CITY OF MOSIER, OR  
 CITY OF NEW ORLEANS, LA  
 CITY OF NORTH PLAINS, OR  
 CITY OF OREGON CITY, OR  
 CITY OF PILOT ROCK, OR  
 CITY OF PORTLAND, OR  
 CITY OF POWERS, OR  
 CITY OF PRINEVILLE, OR  
 CITY OF REDMOND, OR  
 CITY OF REEDSPORT, OR  
 CITY OF RIDDLE, OR  
 CITY OF ROGUE RIVER, OR  
 CITY OF ROSEBURG, OR  
 CITY OF SALEM, OR  
 CITY OF SANDY, OR  
 CITY OF SCAPPOOSE, OR  
 CITY OF SHADY COVE, OR  
 CITY OF SHERWOOD, OR  
 CITY OF SHREVEPORT, LA  
 CITY OF SILVERTON, OR  
 CITY OF SPRINGFIELD, OR  
 CITY OF ST. HELENS, OR  
 CITY OF ST. PAUL, OR  
 CITY OF SULPHUR, LA

CITY OF TIGARD, OR  
CITY OF TROUTDALE, OR  
CITY OF TUALATIN, OR  
CITY OF WALKER, LA  
CITY OF WARRENTON, OR  
CITY OF WEST LINN, OR  
CITY OF WILSONVILLE, OR  
CITY OF WINSTON, OR  
CITY OF WOODBURN, OR  
LEAGUE OF OREGON CITIES  
THE CITY OF HAPPY VALLEY OREGON  
ALPINE, UT  
ALTA, UT  
ALTAMONT, UT  
ALTON, UT  
AMALGA, UT  
AMERICAN FORK CITY, UT  
ANNABELLA, UT  
ANTIMONY, UT  
APPLE VALLEY, UT  
AURORA, UT  
BALLARD, UT  
BEAR RIVER CITY, UT  
BEAVER, UT  
BICKNELL, UT  
BIG WATER, UT  
BLANDING, UT  
BLUFFDALE, UT  
BOULDER, UT  
CITY OF BOUNTIFUL, UT  
BRIAN HEAD, UT  
BRIGHAM CITY CORPORATION, UT  
BRYCE CANYON CITY, UT  
CANNONVILLE, UT  
CASTLE DALE, UT  
CASTLE VALLEY, UT  
CITY OF CEDAR CITY, UT  
CEDAR FORT, UT  
CITY OF CEDAR HILLS, UT  
CENTERFIELD, UT  
CENTERVILLE CITY CORPORATION, UT  
CENTRAL VALLEY, UT  
CHARLESTON, UT  
CIRCLEVILLE, UT  
CLARKSTON, UT  
CLAWSON, UT  
CLEARFIELD, UT  
CLEVELAND, UT  
CLINTON CITY CORPORATION, UT  
COALVILLE, UT  
CORINNE, UT  
CORNISH, UT  
COTTONWOOD HEIGHTS, UT  
DANIEL, UT  
DELTA, UT  
DEWEYVILLE, UT  
DRAPER CITY, UT  
DUCHESNE, UT  
EAGLE MOUNTAIN, UT  
EAST CARBON, UT  
ELK RIDGE, UT  
ELMO, UT  
ELSINORE, UT  
ELWOOD, UT  
EMERY, UT

ENOCH, UT  
ENTERPRISE, UT  
EPHRAIM, UT  
ESCALANTE, UT  
EUREKA, UT  
FAIRFIELD, UT  
FAIRVIEW, UT  
FARMINGTON, UT  
FARR WEST, UT  
FAYETTE, UT  
FERRON, UT  
FIELDING, UT  
FILLMORE, UT  
FOUNTAIN GREEN, UT  
FRANCIS, UT  
FRUIT HEIGHTS, UT  
GARDEN CITY, UT  
GARLAND, UT  
GENOLA, UT  
GLENDALE, UT  
GLENWOOD, UT  
GOSHEN, UT  
GRANTSVILLE, UT  
GREEN RIVER, UT  
GUNNISON, UT  
HANKSVILLE, UT  
HARRISVILLE, UT  
HATCH, UT  
HEBER CITY CORPORATION, UT  
HELPER, UT  
HENEFER, UT  
HENRIEVILLE, UT  
HERRIMAN, UT  
HIDEOUT, UT  
HIGHLAND, UT  
HILDALE, UT  
HINCKLEY, UT  
HOLDEN, UT  
HOLLADAY, UT  
HONEYVILLE, UT  
HOOPER, UT  
HOWELL, UT  
HUNTINGTON, UT  
HUNTSVILLE, UT  
CITY OF HURRICANE, UT  
HYDE PARK, UT  
HYRUM, UT  
INDEPENDENCE, UT  
IVINS, UT  
JOSEPH, UT  
JUNCTION, UT  
KAMAS, UT  
KANAB, UT  
KANARRAVILLE, UT  
KANOSH, UT  
KAYSVILLE, UT  
KINGSTON, UT  
KOOSHAREM, UT  
LAKETOWN, UT  
LA VERKIN, UT  
LAYTON, UT  
LEAMINGTON, UT  
LEEDS, UT  
LEHI CITY CORPORATION, UT  
LEVAN, UT

LEWISTON, UT  
LINDON, UT  
LOA, UT  
LOGAN CITY, UT  
LYMAN, UT  
LYNNDYL, UT  
MANILA, UT  
MANTI, UT  
MANTUA, UT  
MAPLETON, UT  
MARRIOTT-SLATERVILLE, UT  
MARYSVALE, UT  
MAYFIELD, UT  
MEADOW, UT  
MENDON, UT  
MIDVALE CITY INC., UT  
MIDWAY, UT  
MILFORD, UT  
MILLVILLE, UT  
MINERSVILLE, UT  
MOAB, UT  
MONA, UT  
MONROE, UT  
CITY OF MONTICELLO, UT  
MORGAN, UT  
MORONI, UT  
MOUNT PLEASANT, UT  
MURRAY CITY CORPORATION, UT  
MYTON, UT  
NAPLES, UT  
NEPHI, UT  
NEW HARMONY, UT  
NEWTON, UT  
NIBLEY, UT  
NORTH LOGAN, UT  
NORTH OGDEN, UT  
NORTH SALT LAKE CITY, UT  
OAK CITY, UT  
OAKLEY, UT  
OGDEN CITY CORPORATION, UT  
OPHIR, UT  
ORANGEVILLE, UT  
ORDERVILLE, UT  
OREM, UT  
PANGUITCH, UT  
PARADISE, UT  
PARAGONAH, UT  
PARK CITY, UT  
PAROWAN, UT  
PAYSON, UT  
PERRY, UT  
PLAIN CITY, UT  
PLEASANT GROVE CITY, UT  
PLEASANT VIEW, UT  
PLYMOUTH, UT  
PORTAGE, UT  
PRICE, UT  
PROVIDENCE, UT  
PROVO, UT  
RANDOLPH, UT  
REDMOND, UT  
RICHFIELD, UT  
RICHMOND, UT  
RIVERDALE, UT  
RIVER HEIGHTS, UT

RIVERTON CITY, UT  
ROCKVILLE, UT  
ROCKY RIDGE, UT  
ROOSEVELT CITY CORPORATION, UT  
ROY, UT  
RUSH VALLEY, UT  
CITY OF ST. GEORGE, UT  
SALEM, UT  
SALINA, UT  
SALT LAKE CITY CORPORATION, UT  
SANDY, UT  
SANTA CLARA, UT  
SANTAQUIN, UT  
SARATOGA SPRINGS, UT  
SCIPIO, UT  
SCOFIELD, UT  
SIGURD, UT  
SMITHFIELD, UT  
SNOWVILLE, UT  
CITY OF SOUTH JORDAN, UT  
SOUTH OGDEN, UT  
CITY OF SOUTH SALT LAKE, UT  
SOUTH WEBER, UT  
SPANISH FORK, UT  
SPRING CITY, UT  
SPRINGDALE, UT  
SPRINGVILLE, UT  
STERLING, UT  
STOCKTON, UT  
SUNNYSIDE, UT  
SUNSET CITY CORP, UT  
SYRACUSE, UT  
TABIONA, UT  
CITY OF TAYLORSVILLE, UT  
TOOELE CITY CORPORATION, UT  
TOQUERVILLE, UT  
TORREY, UT  
TREMONTON CITY, UT  
TRENTON, UT  
TROPIC, UT  
UINTAH, UT  
VERNAL CITY, UT  
VERNON, UT  
VINEYARD, UT  
VIRGIN, UT  
WALES, UT  
WALLSBURG, UT  
WASHINGTON CITY, UT  
WASHINGTON TERRACE, UT  
WELLINGTON, UT  
WELLSVILLE, UT  
WENDOVER, UT  
WEST BOUNTIFUL, UT  
WEST HAVEN, UT  
WEST JORDAN, UT  
WEST POINT, UT  
WEST VALLEY CITY, UT  
WILLARD, UT  
WOODLAND HILLS, UT  
WOODRUFF, UT  
WOODS CROSS, UT

**COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:**  
ASCENSION PARISH, LA

ASCENSION PARISH, LA, CLEAR OF COURT  
CADDO PARISH, LA  
CALCASIEU PARISH, LA  
CALCASIEU PARISH SHERIFF'S OFFICE, LA  
CITY AND COUNTY OF HONOLULU, HI  
CLACKAMAS COUNTY, OR  
CLACKAMAS COUNTY DEPT OF TRANSPORTATION,  
OR  
CLATSOP COUNTY, OR  
COLUMBIA COUNTY, OR  
COOS COUNTY, OR  
COOS COUNTY HIGHWAY DEPARTMENT, OR  
COUNTY OF HAWAII, OR  
CROOK COUNTY, OR  
CROOK COUNTY ROAD DEPARTMENT, OR  
CURRY COUNTY, OR  
DESCHUTES COUNTY, OR  
DOUGLAS COUNTY, OR  
EAST BATON ROUGE PARISH, LA  
GILLIAM COUNTY, OR  
GRANT COUNTY, OR  
HARNEY COUNTY, OR  
HARNEY COUNTY SHERIFFS OFFICE, OR  
HAWAII COUNTY, HI  
HOOD RIVER COUNTY, OR  
JACKSON COUNTY, OR  
JEFFERSON COUNTY, OR  
JEFFERSON PARISH, LA  
JOSEPHINE COUNTY GOVERNMENT, OR  
LAFAYETTE CONSOLIDATED GOVERNMENT, LA  
LAFAYETTE PARISH, LA  
LAFAYETTE PARISH CONVENTION & VISITORS  
COMMISSION  
LAFOURCHE PARISH, LA  
KAUAI COUNTY, HI  
KLAMATH COUNTY, OR  
LAKE COUNTY, OR  
LANE COUNTY, OR  
LINCOLN COUNTY, OR  
LINN COUNTY, OR  
LIVINGSTON PARISH, LA  
MALHEUR COUNTY, OR  
MAUI COUNTY, HI  
MARION COUNTY, SALEM, OR  
MORROW COUNTY, OR  
MULTNOMAH COUNTY, OR  
MULTNOMAH COUNTY BUSINESS AND  
COMMUNITY SERVICES, OR  
MULTNOMAH COUNTY SHERIFFS OFFICE, OR  
MULTNOMAH LAW LIBRARY, OR  
ORLEANS PARISH, LA  
PLAQUEMINES PARISH, LA  
POLK COUNTY, OR  
RAPIDES PARISH, LA  
SAINT CHARLES PARISH, LA  
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA  
SAINT LANDRY PARISH, LA  
SAINT TAMMANY PARISH, LA  
SHERMAN COUNTY, OR  
TERREBONNE PARISH, LA  
TILLAMOOK COUNTY, OR  
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR  
TILLAMOOK COUNTY GENERAL HOSPITAL, OR  
UMATILLA COUNTY, OR  
UNION COUNTY, OR

WALLOWA COUNTY, OR  
WASCO COUNTY, OR  
WASHINGTON COUNTY, OR  
WEST BATON ROUGE PARISH, LA  
WHEELER COUNTY, OR  
YAMHILL COUNTY, OR  
COUNTY OF BOX ELDER, UT  
COUNTY OF CACHE, UT  
COUNTY OF RICH, UT  
COUNTY OF WEBER, UT  
COUNTY OF MORGAN, UT  
COUNTY OF DAVIS, UT  
COUNTY OF SUMMIT, UT  
COUNTY OF DAGGETT, UT  
COUNTY OF SALT LAKE, UT  
COUNTY OF TOOELE, UT  
COUNTY OF UTAH, UT  
COUNTY OF WASATCH, UT  
COUNTY OF DUCHESNE, UT  
COUNTY OF UINTAH, UT  
COUNTY OF CARBON, UT  
COUNTY OF SANPETE, UT  
COUNTY OF JUAB, UT  
COUNTY OF MILLARD, UT  
COUNTY OF SEVIER, UT  
COUNTY OF EMERY, UT  
COUNTY OF GRAND, UT  
COUNTY OF BEVER, UT  
COUNTY OF PIUTE, UT  
COUNTY OF WAYNE, UT  
COUNTY OF SAN JUAN, UT  
COUNTY OF GARFIELD, UT  
COUNTY OF KANE, UT  
COUNTY OF IRON, UT  
COUNTY OF WASHINGTON, UT

**OTHER AGENCIES INCLUDING ASSOCIATIONS,  
BOARDS, DISTRICTS, COMMISSIONS, COUNCILS,  
PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT  
AUTHORITIES, RESERVATIONS AND UTILITIES  
INCLUDING BUT NOT LIMITED TO:**

ADAIR R.F.P.D., OR  
ADEL WATER IMPROVEMENT DISTRICT, OR  
ADRIAN R.F.P.D., OR  
AGNESS COMMUNITY LIBRARY, OR  
AGNESS-ILLAHE R.F.P.D., OR  
AGRICULTURE EDUCATION SERVICE EXTENSION  
DISTRICT, OR  
ALDER CREEK-BARLOW WATER DISTRICT NO. 29,  
OR  
ALFALFA FIRE DISTRICT, OR  
ALSEA R.F.P.D., OR  
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT,  
OR  
AMITY FIRE DISTRICT, OR  
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR  
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY,  
OR  
APPLEGATE VALLEY R.F.P.D. #9, OR  
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT,  
OR  
ARCH CAPE SANITARY DISTRICT, OR  
ARNOLD IRRIGATION DISTRICT, OR  
ASH CREEK WATER CONTROL DISTRICT, OR  
ATHENA CEMETERY MAINTENANCE DISTRICT, OR

AUMSVILLE R.F.P.D., OR  
AURORA R.F.P.D., OR  
AZALEA R.F.P.D., OR  
BADGER IMPROVEMENT DISTRICT, OR  
BAILEY-SPENCER R.F.P.D., OR  
BAKER COUNTY LIBRARY DISTRICT, OR  
BAKER R.F.P.D., OR  
BAKER RIVERTON ROAD DISTRICT, OR  
BAKER VALLEY IRRIGATION DISTRICT, OR  
BAKER VALLEY S.W.C.D., OR  
BAKER VALLEY VECTOR CONTROL DISTRICT, OR  
BANDON CRANBERRY WATER CONTROL DISTRICT,  
OR  
BANDON R.F.P.D., OR  
BANKS FIRE DISTRICT, OR  
BANKS FIRE DISTRICT #13, OR  
BAR L RANCH ROAD DISTRICT, OR  
BARLOW WATER IMPROVEMENT DISTRICT, OR  
BASIN AMBULANCE SERVICE DISTRICT, OR  
BASIN TRANSIT SERVICE TRANSPORTATION  
DISTRICT, OR  
BATON ROUGE WATER COMPANY  
BAY AREA HEALTH DISTRICT, OR  
BAYSHORE SPECIAL ROAD DISTRICT, OR  
BEAR VALLEY SPECIAL ROAD DISTRICT, OR  
BEAVER CREEK WATER CONTROL DISTRICT, OR  
BEAVER DRAINAGE IMPROVEMENT COMPANY,  
INC., OR  
BEAVER SLOUGH DRAINAGE DISTRICT, OR  
BEAVER SPECIAL ROAD DISTRICT, OR  
BEAVER WATER DISTRICT, OR  
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD  
DISTRICT, OR  
BEND METRO PARK AND RECREATION DISTRICT  
BENTON S.W.C.D., OR  
BERNDT SUBDIVISION WATER IMPROVEMENT  
DISTRICT, OR  
BEVERLY BEACH WATER DISTRICT, OR  
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6,  
LA  
BIG BEND IRRIGATION DISTRICT, OR  
BIGGS SERVICE DISTRICT, OR  
BLACK BUTTE RANCH DEPARTMENT OF POLICE  
SERVICES, OR  
BLACK BUTTE RANCH R.F.P.D., OR  
BLACK MOUNTAIN WATER DISTRICT, OR  
BLODGETT-SUMMIT R.F.P.D., OR  
BLUE MOUNTAIN HOSPITAL DISTRICT, OR  
BLUE MOUNTAIN TRANSLATOR DISTRICT, OR  
BLUE RIVER PARK & RECREATION DISTRICT, OR  
BLUE RIVER WATER DISTRICT, OR  
BLY R.F.P.D., OR  
BLY VECTOR CONTROL DISTRICT, OR  
BLY WATER AND SANITARY DISTRICT, OR  
BOARDMAN CEMETERY MAINTENANCE DISTRICT,  
OR  
BOARDMAN PARK AND RECREATION DISTRICT  
BOARDMAN R.F.P.D., OR  
BONANZA BIG SPRINGS PARK & RECREATION  
DISTRICT, OR  
BONANZA MEMORIAL PARK CEMETERY DISTRICT,  
OR  
BONANZA R.F.P.D., OR  
BONANZA-LANGELL VALLEY VECTOR CONTROL  
DISTRICT, OR

BORING WATER DISTRICT #24, OR  
BOULDER CREEK RETREAT SPECIAL ROAD  
DISTRICT, OR  
BRIDGE R.F.P.D., OR  
BROOKS COMMUNITY SERVICE DISTRICT, OR  
BROWNSVILLE R.F.P.D., OR  
BUELL-RED PRAIRIE WATER DISTRICT, OR  
BUNKER HILL R.F.P.D. #1, OR  
BUNKER HILL SANITARY DISTRICT, OR  
BURLINGTON WATER DISTRICT, OR  
BURNT RIVER IRRIGATION DISTRICT, OR  
BURNT RIVER S.W.C.D., OR  
CALAPOOIA R.F.P.D., OR  
CAMAS VALLEY R.F.P.D., OR  
CAMELLIA PARK SANITARY DISTRICT, OR  
CAMMANN ROAD DISTRICT, OR  
CAMP SHERMAN ROAD DISTRICT, OR  
CANBY AREA TRANSIT, OR  
CANBY R.F.P.D. #62, OR  
CANBY UTILITY BOARD, OR  
CANNON BEACH R.F.P.D., OR  
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR  
CAPE FERRELO R.F.P.D., OR  
CAPE FOULWEATHER SANITARY DISTRICT, OR  
CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR  
CARMEL BEACH WATER DISTRICT, OR  
CASCADE VIEW ESTATES TRACT 2, OR  
CEDAR CREST SPECIAL ROAD DISTRICT, OR  
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR  
CEDAR VALLEY - NORTH BANK R.F.P.D., OR  
CENTRAL CASCADES FIRE AND EMS, OR  
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA  
CENTRAL LINCOLN P.U.D., OR  
CENTRAL OREGON COAST FIRE & RESCUE  
DISTRICT, OR  
CENTRAL OREGON INTERGOVERNMENTAL  
COUNCIL  
CENTRAL OREGON IRRIGATION DISTRICT, OR  
CHAPARRAL WATER CONTROL DISTRICT, OR  
CHARLESTON FIRE DISTRICT, OR  
CHARLESTON SANITARY DISTRICT, OR  
CHARLOTTE ANN WATER DISTRICT, OR  
CHEHALEM PARK & RECREATION DISTRICT, OR  
CHEHALEM PARK AND RECREATION DISTRICT  
CHEMULT R.F.P.D., OR  
CHENOWITH WATER P.U.D., OR  
CHERRIOTS, OR  
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT,  
OR  
CHILOQUIN VECTOR CONTROL DISTRICT, OR  
CHILOQUIN-AGENCY LAKE R.F.P.D., OR  
CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR  
CHR DISTRICT IMPROVEMENT COMPANY, OR  
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT,  
OR  
CHRISTMAS VALLEY PARK & RECREATION  
DISTRICT, OR  
CHRISTMAS VALLEY R.F.P.D., OR  
CITY OF BOGALUSA SCHOOL BOARD, LA  
CLACKAMAS COUNTY FIRE DISTRICT #1, OR  
CLACKAMAS COUNTY SERVICE DISTRICT #1, OR  
CLACKAMAS COUNTY VECTOR CONTROL  
DISTRICT, OR  
CLACKAMAS RIVER WATER  
CLACKAMAS RIVER WATER, OR

CLACKAMAS S.W.C.D., OR  
CLATSKANIE DRAINAGE IMPROVEMENT  
COMPANY, OR  
CLATSKANIE LIBRARY DISTRICT, OR  
CLATSKANIE P.U.D., OR  
CLATSKANIE PARK & RECREATION DISTRICT, OR  
CLATSKANIE PEOPLE'S UTILITY DISTRICT  
CLATSKANIE R.F.P.D., OR  
CLATSOP CARE CENTER HEALTH DISTRICT, OR  
CLATSOP COUNTY S.W.C.D., OR  
CLATSOP DRAINAGE IMPROVEMENT COMPANY #15,  
INC., OR  
CLEAN WATER SERVICES  
CLEAN WATER SERVICES, OR  
CLOVERDALE R.F.P.D., OR  
CLOVERDALE SANITARY DISTRICT, OR  
CLOVERDALE WATER DISTRICT, OR  
COALEDO DRAINAGE DISTRICT, OR  
COBURG FIRE DISTRICT, OR  
COLESTIN RURAL FIRE DISTRICT, OR  
COLTON R.F.P.D., OR  
COLTON WATER DISTRICT #11, OR  
COLUMBIA 911 COMMUNICATIONS DISTRICT, OR  
COLUMBIA COUNTY 4-H & EXTENSION SERVICE  
DISTRICT, OR  
COLUMBIA DRAINAGE VECTOR CONTROL, OR  
COLUMBIA IMPROVEMENT DISTRICT, OR  
COLUMBIA R.F.P.D., OR  
COLUMBIA RIVER FIRE & RESCUE, OR  
COLUMBIA RIVER PUD, OR  
COLUMBIA S.W.C.D., OR  
COLUMBIA S.W.C.D., OR  
CONFEDERATED TRIBES OF THE UMATILLA INDIAN  
RESERVATION  
COOS COUNTY AIRPORT DISTRICT, OR  
COOS COUNTY AIRPORT DISTRICT, OR  
COOS COUNTY AREA TRANSIT SERVICE DISTRICT,  
OR  
COOS COUNTY AREA TRANSIT SERVICE DISTRICT,  
OR  
COOS FOREST PROTECTIVE ASSOCIATION  
COOS S.W.C.D., OR  
COQUILLE R.F.P.D., OR  
COQUILLE VALLEY HOSPITAL DISTRICT, OR  
CORBETT WATER DISTRICT, OR  
CORNELIUS R.F.P.D., OR  
CORP RANCH ROAD WATER IMPROVEMENT, OR  
CORVALLIS R.F.P.D., OR  
COUNTRY CLUB ESTATES SPECIAL WATER  
DISTRICT, OR  
COUNTRY CLUB WATER DISTRICT, OR  
COUNTRY ESTATES ROAD DISTRICT, OR  
COVE CEMETERY MAINTENANCE DISTRICT, OR  
COVE ORCHARD SEWER SERVICE DISTRICT, OR  
COVE R.F.P.D., OR  
CRESCENT R.F.P.D., OR  
CRESCENT SANITARY DISTRICT, OR  
CRESCENT WATER SUPPLY AND IMPROVEMENT  
DISTRICT, OR  
CROOK COUNTY AGRICULTURE EXTENSION  
SERVICE DISTRICT, OR  
CROOK COUNTY CEMETERY DISTRICT, OR  
CROOK COUNTY FIRE AND RESCUE, OR  
CROOK COUNTY PARKS & RECREATION DISTRICT,  
OR

CROOK COUNTY S.W.C.D., OR  
CROOK COUNTY VECTOR CONTROL DISTRICT, OR  
CROOKED RIVER RANCH R.F.P.D., OR  
CROOKED RIVER RANCH SPECIAL ROAD DISTRICT,  
OR  
CRYSTAL SPRINGS WATER DISTRICT, OR  
CURRY COUNTY 4-H & EXTENSION SERVICE  
DISTRICT, OR  
CURRY COUNTY PUBLIC TRANSIT SERVICE  
DISTRICT, OR  
CURRY COUNTY S.W.C.D., OR  
CURRY HEALTH DISTRICT, OR  
CURRY PUBLIC LIBRARY DISTRICT, OR  
DALLAS CEMETERY DISTRICT #4, OR  
DARLEY DRIVE SPECIAL ROAD DISTRICT, OR  
DAVID CROCKETT STEAM FIRE COMPANY #1, LA  
DAYS CREEK R.F.P.D., OR  
DAYTON FIRE DISTRICT, OR  
DEAN MINARD WATER DISTRICT, OR  
DEE IRRIGATION DISTRICT, OR  
DEER ISLAND DRAINAGE IMPROVEMENT  
COMPANY, OR  
DELL BROGAN CEMETERY MAINTENANCE  
DISTRICT, OR  
DEPOE BAY R.F.P.D., OR  
DESCHUTES COUNTY 911 SERVICE DISTRICT, OR  
DESCHUTES COUNTY R.F.P.D. #2, OR  
DESCHUTES PUBLIC LIBRARY DISTRICT, OR  
DESCHUTES S.W.C.D., OR  
DESCHUTES VALLEY WATER DISTRICT, OR  
DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR  
DEXTER R.F.P.D., OR  
DEXTER SANITARY DISTRICT, OR  
DORA-SITKUM R.F.P.D., OR  
DOUGLAS COUNTY FIRE DISTRICT #2, OR  
DOUGLAS S.W.C.D., OR  
DRAKES CROSSING R.F.P.D., OR  
DRRH SPECIAL ROAD DISTRICT #6, OR  
DRY GULCH DITCH DISTRICT IMPROVEMENT  
COMPANY, OR  
DUFUR RECREATION DISTRICT, OR  
DUMBECK LANE DOMESTIC WATER SUPPLY, OR  
DUNDEE R.F.P.D., OR  
DURKEE COMMUNITY BUILDING PRESERVATION  
DISTRICT, OR  
EAGLE POINT IRRIGATION DISTRICT, OR  
EAGLE VALLEY CEMETERY MAINTENANCE  
DISTRICT, OR  
EAGLE VALLEY R.F.P.D., OR  
EAGLE VALLEY S.W.C.D., OR  
EAST FORK IRRIGATION DISTRICT, OR  
EAST MULTNOMAH S.W.C.D., OR  
EAST SALEM SERVICE DISTRICT, OR  
EAST UMATILLA CHEMICAL CONTROL DISTRICT,  
OR  
EAST UMATILLA COUNTY AMBULANCE AREA  
HEALTH DISTRICT, OR  
EAST UMATILLA COUNTY R.F.P.D., OR  
EAST VALLEY WATER DISTRICT, OR  
ELGIN COMMUNITY PARKS & RECREATION  
DISTRICT, OR  
ELGIN HEALTH DISTRICT, OR  
ELGIN R.F.P.D., OR  
ELKTON ESTATES PHASE II SPECIAL ROAD  
DISTRICT, OR

ELKTON R.F.P.D., OR  
EMERALD P.U.D., OR  
ENTERPRISE IRRIGATION DISTRICT, OR  
ESTACADA CEMETERY MAINTENANCE DISTRICT,  
OR  
ESTACADA R.F.P.D. #69, OR  
EUGENE R.F.P.D. # 1, OR  
EUGENE WATER AND ELECTRIC BOARD  
EVANS VALLEY FIRE DISTRICT #6, OR  
FAIR OAKS R.F.P.D., OR  
FAIRVIEW R.F.P.D., OR  
FAIRVIEW WATER DISTRICT, OR  
FALCON HEIGHTS WATER AND SEWER, OR  
FALCON-COVE BEACH WATER DISTRICT, OR  
FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR  
FARGO INTERCHANGE SERVICE DISTRICT, OR  
FARMERS IRRIGATION DISTRICT, OR  
FAT ELK DRAINAGE DISTRICT, OR  
FERN RIDGE PUBLIC LIBRARY DISTRICT, OR  
FERN VALLEY ESTATES IMPROVEMENT DISTRICT,  
OR  
FOR FAR ROAD DISTRICT, OR  
FOREST GROVE R.F.P.D., OR  
FOREST VIEW SPECIAL ROAD DISTRICT, OR  
FORT ROCK-SILVER LAKE S.W.C.D., OR  
FOUR RIVERS VECTOR CONTROL DISTRICT, OR  
FOX CEMETERY MAINTENANCE DISTRICT, OR  
GARDINER R.F.P.D., OR  
GARDINER SANITARY DISTRICT, OR  
GARIBALDI R.F.P.D., OR  
GASTON R.F.P.D., OR  
GATES R.F.P.D., OR  
GEARHART R.F.P.D., OR  
GILLIAM S.W.C.D., OR  
GLENDALE AMBULANCE DISTRICT, OR  
GLENDALE R.F.P.D., OR  
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR  
GLENEDEN SANITARY DISTRICT, OR  
GLENWOOD WATER DISTRICT, OR  
GLIDE - IDLEYLD SANITARY DISTRICT, OR  
GLIDE R.F.P.D., OR  
GOLD BEACH - WEDDERBURN R.F.P.D., OR  
GOLD HILL IRRIGATION DISTRICT, OR  
GOLDFINCH ROAD DISTRICT, OR  
GOSHEN R.F.P.D., OR  
GOVERNMENT CAMP ROAD DISTRICT, OR  
GOVERNMENT CAMP SANITARY DISTRICT, OR  
GRAND PRAIRIE WATER CONTROL DISTRICT, OR  
GRAND RONDE SANITARY DISTRICT, OR  
GRANT COUNTY TRANSPORTATION DISTRICT, OR  
GRANT S.W.C.D., OR  
GRANTS PASS IRRIGATION DISTRICT, OR  
GREATER BOWEN VALLEY R.F.P.D., OR  
GREATER ST. HELENS PARK & RECREATION  
DISTRICT, OR  
GREATER TOLEDO POOL RECREATION DISTRICT,  
OR  
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR  
GREEN SANITARY DISTRICT, OR  
GREENACRES R.F.P.D., OR  
GREENBERRY IRRIGATION DISTRICT, OR  
GREENSPRINGS RURAL FIRE DISTRICT, OR  
HAHLEN ROAD SPECIAL DISTRICT, OR  
HAINES CEMETERY MAINTENANCE DISTRICT, OR  
HAINES FIRE PROTECTION DISTRICT, OR

HALSEY-SHEDD R.F.P.D., OR  
HAMLET R.F.P.D., OR  
HARBOR R.F.P.D., OR  
HARBOR SANITARY DISTRICT, OR  
HARBOR WATER P.U.D., OR  
HARNEY COUNTY HEALTH DISTRICT, OR  
HARNEY S.W.C.D., OR  
HARPER SOUTH SIDE IRRIGATION DISTRICT, OR  
HARRISBURG FIRE AND RESCUE, OR  
HAUSER R.F.P.D., OR  
HAZELDELL RURAL FIRE DISTRICT, OR  
HEBO JOINT WATER-SANITARY AUTHORITY, OR  
HECETA WATER P.U.D., OR  
HELIX CEMETERY MAINTENANCE DISTRICT #4, OR  
HELIX PARK & RECREATION DISTRICT, OR  
HELIX R.F.P.D. #7-411, OR  
HEPPNER CEMETERY MAINTENANCE DISTRICT, OR  
HEPPNER R.F.P.D., OR  
HEPPNER WATER CONTROL DISTRICT, OR  
HEREFORD COMMUNITY HALL RECREATION  
DISTRICT, OR  
HERMISTON CEMETERY DISTRICT, OR  
HERMISTON IRRIGATION DISTRICT, OR  
HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT  
DISTRICT, OR  
HIGH DESERT PARK & RECREATION DISTRICT, OR  
HIGHLAND SUBDIVISION WATER DISTRICT, OR  
HONOLULU INTERNATIONAL AIRPORT  
HOOD RIVER COUNTY LIBRARY DISTRICT, OR  
HOOD RIVER COUNTY TRANSPORTATION DISTRICT,  
OR  
HOOD RIVER S.W.C.D., OR  
HOOD RIVER VALLEY PARKS & RECREATION  
DISTRICT, OR  
HOODLAND FIRE DISTRICT #74  
HOODLAND FIRE DISTRICT #74, OR  
HORSEFLY IRRIGATION DISTRICT, OR  
HOSKINS-KINGS VALLEY R.F.P.D., OR  
HOUSING AUTHORITY OF PORTLAND  
HUBBARD R.F.P.D., OR  
HUDSON BAY DISTRICT IMPROVEMENT COMPANY,  
OR  
I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT  
COMPANY, OR  
ICE FOUNTAIN WATER DISTRICT, OR  
IDAHO POINT SPECIAL ROAD DISTRICT, OR  
IDANHA-DETROIT RURAL FIRE PROTECTION  
DISTRICT, OR  
ILLINOIS VALLEY FIRE DISTRICT  
ILLINOIS VALLEY R.F.P.D., OR  
ILLINOIS VALLEY S.W.C.D., OR  
IMBLER R.F.P.D., OR  
INTERLACHEN WATER P.U.D., OR  
IONE LIBRARY DISTRICT, OR  
IONE R.F.P.D. #6-604, OR  
IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR  
IRONSIDE RURAL ROAD DISTRICT #5, OR  
IRRIGON PARK & RECREATION DISTRICT, OR  
IRRIGON R.F.P.D., OR  
ISLAND CITY AREA SANITATION DISTRICT, OR  
ISLAND CITY CEMETERY MAINTENANCE DISTRICT,  
OR  
JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR  
JACKSON COUNTY FIRE DISTRICT #3, OR  
JACKSON COUNTY FIRE DISTRICT #4, OR

JACKSON COUNTY FIRE DISTRICT #5, OR  
 JACKSON COUNTY LIBRARY DISTRICT, OR  
 JACKSON COUNTY VECTOR CONTROL DISTRICT, OR  
 JACKSON S.W.C.D., OR  
 JASPER KNOLLS WATER DISTRICT, OR  
 JEFFERSON COUNTY EMERGENCY MEDICAL  
 SERVICE DISTRICT, OR  
 JEFFERSON COUNTY FIRE DISTRICT #1, OR  
 JEFFERSON COUNTY LIBRARY DISTRICT, OR  
 JEFFERSON COUNTY S.W.C.D., OR  
 JEFFERSON PARK & RECREATION DISTRICT, OR  
 JEFFERSON R.F.P.D., OR  
 JOB'S DRAINAGE DISTRICT, OR  
 JOHN DAY WATER DISTRICT, OR  
 JOHN DAY-CANYON CITY PARKS & RECREATION  
 DISTRICT, OR  
 JOHN DAY-FERNHILL R.F.P.D. #5-108, OR  
 JORDAN VALLEY CEMETERY DISTRICT, OR  
 JORDAN VALLEY IRRIGATION DISTRICT, OR  
 JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR  
 JOSEPHINE COUNTY 4-H & EXTENSION SERVICE  
 DISTRICT, OR  
 JOSEPHINE COUNTY 911 AGENCY, OR  
 JUNCTION CITY R.F.P.D., OR  
 JUNCTION CITY WATER CONTROL DISTRICT, OR  
 JUNIPER BUTTE ROAD DISTRICT, OR  
 JUNIPER CANYON WATER CONTROL DISTRICT, OR  
 JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY,  
 OR  
 JUNIPER FLAT R.F.P.D., OR  
 JUNO NONPROFIT WATER IMPROVEMENT  
 DISTRICT, OR  
 KEATING R.F.P.D., OR  
 KEATING S.W.C.D., OR  
 KEIZER R.F.P.D., OR  
 KELLOGG RURAL FIRE DISTRICT, OR  
 KENO IRRIGATION DISTRICT, OR  
 KENO PINES ROAD DISTRICT, OR  
 KENO R.F.P.D., OR  
 KENT WATER DISTRICT, OR  
 KERBY WATER DISTRICT, OR  
 K-GB-LB WATER DISTRICT, OR  
 KILCHIS WATER DISTRICT, OR  
 KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR  
 KLAMATH BASIN IMPROVEMENT DISTRICT, OR  
 KLAMATH COUNTY DRAINAGE SERVICE DISTRICT,  
 OR  
 KLAMATH COUNTY EXTENSION SERVICE DISTRICT,  
 OR  
 KLAMATH COUNTY FIRE DISTRICT #1, OR  
 KLAMATH COUNTY FIRE DISTRICT #3, OR  
 KLAMATH COUNTY FIRE DISTRICT #4, OR  
 KLAMATH COUNTY FIRE DISTRICT #5, OR  
 KLAMATH COUNTY LIBRARY SERVICE DISTRICT,  
 OR  
 KLAMATH COUNTY PREDATORY ANIMAL  
 CONTROL DISTRICT, OR  
 KLAMATH DRAINAGE DISTRICT, OR  
 KLAMATH FALLS FOREST ESTATES SPECIAL ROAD  
 DISTRICT UNIT #2, OR  
 KLAMATH INTEROPERABILITY RADIO GROUP, OR  
 KLAMATH IRRIGATION DISTRICT, OR  
 KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT,  
 OR  
 KLAMATH S.W.C.D., OR

KLAMATH VECTOR CONTROL DISTRICT, OR  
 KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR  
 LA GRANDE CEMETERY MAINTENANCE DISTRICT,  
 OR  
 LA GRANDE R.F.P.D., OR  
 LA PINE PARK & RECREATION DISTRICT, OR  
 LA PINE R.F.P.D., OR  
 LABISH VILLAGE SEWAGE & DRAINAGE, OR  
 LACOMB IRRIGATION DISTRICT, OR  
 LAFAYETTE AIRPORT COMMISSION, LA  
 LAFOURCHE PARISH HEALTH UNIT – DHH-OPH  
 REGION 3  
 LAIDLAW WATER DISTRICT, OR  
 LAKE CHINOOK FIRE & RESCUE, OR  
 LAKE COUNTY 4-H & EXTENSION SERVICE  
 DISTRICT, OR  
 LAKE COUNTY LIBRARY DISTRICT, OR  
 LAKE CREEK R.F.P.D. - JACKSON, OR  
 LAKE CREEK R.F.P.D. - LANE COUNTY, OR  
 LAKE DISTRICT HOSPITAL, OR  
 LAKE GROVE R.F.P.D. NO. 57, OR  
 LAKE GROVE WATER DISTRICT, OR  
 LAKE LABISH WATER CONTROL DISTRICT, OR  
 LAKE POINT SPECIAL ROAD DISTRICT, OR  
 LAKESIDE R.F.P.D. #4, OR  
 LAKESIDE WATER DISTRICT, OR  
 LAKEVIEW R.F.P.D., OR  
 LAKEVIEW S.W.C.D., OR  
 LAMONTAI IMPROVEMENT DISTRICT, OR  
 LANE FIRE AUTHORITY, OR  
 LANE LIBRARY DISTRICT, OR  
 LANE TRANSIT DISTRICT, OR  
 LANGELL VALLEY IRRIGATION DISTRICT, OR  
 LANGLOIS PUBLIC LIBRARY, OR  
 LANGLOIS R.F.P.D., OR  
 LANGLOIS WATER DISTRICT, OR  
 LAZY RIVER SPECIAL ROAD DISTRICT, OR  
 LEBANON AQUATIC DISTRICT, OR  
 LEBANON R.F.P.D., OR  
 LEWIS & CLARK R.F.P.D., OR  
 LINCOLN COUNTY LIBRARY DISTRICT, OR  
 LINCOLN S.W.C.D., OR  
 LINN COUNTY EMERGENCY TELEPHONE AGENCY,  
 OR  
 LINN S.W.C.D., OR  
 LITTLE MUDDY CREEK WATER CONTROL, OR  
 LITTLE NESTUCCA DRAINAGE DISTRICT, OR  
 LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR  
 LONE PINE IRRIGATION DISTRICT, OR  
 LONG PRAIRIE WATER DISTRICT, OR  
 LOOKINGGLASS OLALLA WATER CONTROL  
 DISTRICT, OR  
 LOOKINGGLASS RURAL FIRE DISTRICT, OR  
 LORANE R.F.P.D., OR  
 LOST & BOULDER DITCH IMPROVEMENT DISTRICT,  
 OR  
 LOST CREEK PARK SPECIAL ROAD DISTRICT, OR  
 LOUISIANA PUBLIC SERVICE COMMISSION, LA  
 LOUISIANA WATER WORKS  
 LOWELL R.F.P.D., OR  
 LOWER MCKAY CREEK R.F.P.D., OR  
 LOWER MCKAY CREEK WATER CONTROL  
 DISTRICT, OR  
 LOWER POWDER RIVER IRRIGATION DISTRICT, OR  
 LOWER SILETZ WATER DISTRICT, OR



LOWER UMPQUA HOSPITAL DISTRICT, OR  
LOWER UMPQUA PARK & RECREATION DISTRICT,  
OR  
LOWER VALLEY WATER IMPROVEMENT DISTRICT,  
OR  
LUCE LONG DITCH DISTRICT IMPROVEMENT CO.,  
OR  
LUSTED WATER DISTRICT, OR  
LYONS R.F.P.D., OR  
LYONS-MEHAMA WATER DISTRICT, OR  
MADRAS AQUATIC CENTER DISTRICT, OR  
MAKAI SPECIAL ROAD DISTRICT, OR  
MALHEUR COUNTY S.W.C.D., OR  
MALHEUR COUNTY VECTOR CONTROL DISTRICT,  
OR  
MALHEUR DISTRICT IMPROVEMENT COMPANY, OR  
MALHEUR DRAINAGE DISTRICT, OR  
MALHEUR MEMORIAL HEALTH DISTRICT, OR  
MALIN COMMUNITY CEMETERY MAINTENANCE  
DISTRICT, OR  
MALIN COMMUNITY PARK & RECREATION  
DISTRICT, OR  
MALIN IRRIGATION DISTRICT, OR  
MALIN R.F.P.D., OR  
MAPLETON FIRE DEPARTMENT, OR  
MAPLETON WATER DISTRICT, OR  
MARCOLA WATER DISTRICT, OR  
MARION COUNTY EXTENSION & 4H SERVICE  
DISTRICT, OR  
MARION COUNTY FIRE DISTRICT #1, OR  
MARION JACK IMPROVEMENT DISTRICT, OR  
MARION S.W.C.D., OR  
MARY'S RIVER ESTATES ROAD DISTRICT, OR  
MCDONALD FOREST ESTATES SPECIAL ROAD  
DISTRICT, OR  
MCKAY ACRES IMPROVEMENT DISTRICT, OR  
MCKAY DAM R.F.P.D. # 7-410, OR  
MCKENZIE FIRE & RESCUE, OR  
MCKENZIE PALISADES WATER SUPPLY  
CORPORATION, OR  
MCMINNVILLE R.F.P.D., OR  
MCNULTY WATER P.U.D., OR  
MEADOWS DRAINAGE DISTRICT, OR  
MEDFORD IRRIGATION DISTRICT, OR  
MEDFORD R.F.P.D. #2, OR  
MEDFORD WATER COMMISSION  
MEDICAL SPRINGS R.F.P.D., OR  
MELHEUR COUNTY JAIL, OR  
MERLIN COMMUNITY PARK DISTRICT, OR  
MERRILL CEMETERY MAINTENANCE DISTRICT, OR  
MERRILL PARK DISTRICT, OR  
MERRILL R.F.P.D., OR  
METRO REGIONAL GOVERNMENT  
METRO REGIONAL PARKS  
METROPOLITAN EXPOSITION RECREATION  
COMMISSION  
METROPOLITAN SERVICE DISTRICT (METRO)  
MID COUNTY CEMETERY MAINTENANCE DISTRICT,  
OR  
MID-COLUMBIA FIRE AND RESCUE, OR  
MIDDLE FORK IRRIGATION DISTRICT, OR  
MIDLAND COMMUNITY PARK, OR  
MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR  
MILES CROSSING SANITARY SEWER DISTRICT, OR  
MILL CITY R.F.P.D. #2-303, OR

MILL FOUR DRAINAGE DISTRICT, OR  
MILLICOMA RIVER PARK & RECREATION DISTRICT,  
OR  
MILLINGTON R.F.P.D. #5, OR  
MILO VOLUNTEER FIRE DEPARTMENT, OR  
MILTON-FREEWATER AMBULANCE SERVICE AREA  
HEALTH DISTRICT, OR  
MILTON-FREEWATER WATER CONTROL DISTRICT,  
OR  
MIROCO SPECIAL ROAD DISTRICT, OR  
MIST-BIRKENFELD R.F.P.D., OR  
MODOC POINT IRRIGATION DISTRICT, OR  
MODOC POINT SANITARY DISTRICT, OR  
MOHAWK VALLEY R.F.P.D., OR  
MOLALLA AQUATIC DISTRICT, OR  
MOLALLA R.F.P.D. #73, OR  
MONITOR R.F.P.D., OR  
MONROE R.F.P.D., OR  
MONUMENT CEMETERY MAINTENANCE DISTRICT,  
OR  
MONUMENT S.W.C.D., OR  
MOOREA DRIVE SPECIAL ROAD DISTRICT, OR  
MORO R.F.P.D., OR  
MORROW COUNTY HEALTH DISTRICT, OR  
MORROW COUNTY UNIFIED RECREATION  
DISTRICT, OR  
MORROW S.W.C.D., OR  
MOSIER FIRE DISTRICT, OR  
MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR  
MT. ANGEL R.F.P.D., OR  
MT. HOOD IRRIGATION DISTRICT, OR  
MT. LAKI CEMETERY DISTRICT, OR  
MT. VERNON R.F.P.D., OR  
MULINO WATER DISTRICT #1, OR  
MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR  
MULTNOMAH COUNTY R.F.P.D. #10, OR  
MULTNOMAH COUNTY R.F.P.D. #14, OR  
MULTNOMAH EDUCATION SERVICE DISTRICT  
MYRTLE CREEK R.F.P.D., OR  
NEAH-KAH-NIE WATER DISTRICT, OR  
NEDONNA R.F.P.D., OR  
NEHALEM BAY FIRE AND RESCUE, OR  
NEHALEM BAY HEALTH DISTRICT, OR  
NEHALEM BAY WASTEWATER AGENCY, OR  
NESIKA BEACH-OPHIR WATER DISTRICT, OR  
NESKOWIN REGIONAL SANITARY AUTHORITY, OR  
NESKOWIN REGIONAL WATER DISTRICT, OR  
NESTUCCA R.F.P.D., OR  
NETARTS WATER DISTRICT, OR  
NETARTS-OCEANSIDE R.F.P.D., OR  
NETARTS-OCEANSIDE SANITARY DISTRICT, OR  
NEW BRIDGE WATER SUPPLY DISTRICT, OR  
NEW CARLTON FIRE DISTRICT, OR  
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA  
NEW PINE CREEK R.F.P.D., OR  
NEWBERG R.F.P.D., OR  
NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR  
NEWPORT R.F.P.D., OR  
NEWT YOUNG DITCH DISTRICT IMPROVEMENT  
COMPANY, OR  
NORTH ALBANY R.F.P.D., OR  
NORTH BAY R.F.P.D. #9, OR  
NORTH CLACKAMAS PARKS & RECREATION  
DISTRICT, OR  
NORTH COUNTY RECREATION DISTRICT, OR

NORTH DOUGLAS COUNTY FIRE & EMS, OR  
NORTH DOUGLAS PARK & RECREATION DISTRICT,  
OR  
NORTH GILLIAM COUNTY HEALTH DISTRICT, OR  
NORTH GILLIAM COUNTY R.F.P.D., OR  
NORTH LAKE HEALTH DISTRICT, OR  
NORTH LEBANON WATER CONTROL DISTRICT, OR  
NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR  
NORTH LINCOLN HEALTH DISTRICT, OR  
NORTH MORROW VECTOR CONTROL DISTRICT, OR  
NORTH SHERMAN COUNTY R.F.P.D, OR  
NORTH UNIT IRRIGATION DISTRICT, OR  
NORTHEAST OREGON HOUSING AUTHORITY, OR  
NORTHEAST WHEELER COUNTY HEALTH DISTRICT,  
OR  
NORTHERN WASCO COUNTY P.U.D., OR  
NORTHERN WASCO COUNTY PARK & RECREATION  
DISTRICT, OR  
NYE DITCH USERS DISTRICT IMPROVEMENT, OR  
NYSSA ROAD ASSESSMENT DISTRICT #2, OR  
NYSSA RURAL FIRE DISTRICT, OR  
NYSSA-ARCADIA DRAINAGE DISTRICT, OR  
OAK LODGE WATER SERVICES, OR  
OAKLAND R.F.P.D., OR  
OAKVILLE COMMUNITY CENTER, OR  
OCEANSIDE WATER DISTRICT, OR  
OCHOCO IRRIGATION DISTRICT, OR  
OCHOCO WEST WATER AND SANITARY  
AUTHORITY, OR  
ODELL SANITARY DISTRICT, OR  
OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR  
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR  
ONTARIO LIBRARY DISTRICT, OR  
ONTARIO R.F.P.D., OR  
OPHIR R.F.P.D., OR  
OREGON COAST COMMUNITY ACTION  
OREGON HOUSING AND COMMUNITY SERVICES  
OREGON INTERNATIONAL PORT OF COOS BAY, OR  
OREGON LEGISLATIVE ADMINISTRATION  
OREGON OUTBACK R.F.P.D., OR  
OREGON POINT, OR  
OREGON TRAIL LIBRARY DISTRICT, OR  
OTTER ROCK WATER DISTRICT, OR  
OWW UNIT #2 SANITARY DISTRICT, OR  
OWYHEE CEMETERY MAINTENANCE DISTRICT, OR  
OWYHEE IRRIGATION DISTRICT, OR  
PACIFIC CITY JOINT WATER-SANITARY  
AUTHORITY, OR  
PACIFIC COMMUNITIES HEALTH DISTRICT, OR  
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR  
PALATINE HILL WATER DISTRICT, OR  
PALMER CREEK WATER DISTRICT IMPROVEMENT  
COMPANY, OR  
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR  
PANTHER CREEK ROAD DISTRICT, OR  
PANTHER CREEK WATER DISTRICT, OR  
PARKDALE R.F.P.D., OR  
PARKDALE SANITARY DISTRICT, OR  
PENINSULA DRAINAGE DISTRICT #1, OR  
PENINSULA DRAINAGE DISTRICT #2, OR  
PHILOMATH FIRE AND RESCUE, OR  
PILOT ROCK CEMETERY MAINTENANCE DISTRICT  
#5, OR  
PILOT ROCK PARK & RECREATION DISTRICT, OR  
PILOT ROCK R.F.P.D., OR

PINE EAGLE HEALTH DISTRICT, OR  
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR  
PINE GROVE IRRIGATION DISTRICT, OR  
PINE GROVE WATER DISTRICT-KLAMATH FALLS,  
OR  
PINE GROVE WATER DISTRICT-MAUPIN, OR  
PINE VALLEY CEMETERY DISTRICT, OR  
PINE VALLEY R.F.P.D., OR  
PINWOOD COUNTRY ESTATES SPECIAL ROAD  
DISTRICT, OR  
PIONEER DISTRICT IMPROVEMENT COMPANY, OR  
PISTOL RIVER CEMETERY MAINTENANCE  
DISTRICT, OR  
PISTOL RIVER FIRE DISTRICT, OR  
PLEASANT HILL R.F.P.D., OR  
PLEASANT HOME WATER DISTRICT, OR  
POCAHONTAS MINING AND IRRIGATION DISTRICT,  
OR  
POE VALLEY IMPROVEMENT DISTRICT, OR  
POE VALLEY PARK & RECREATION DISTRICT, OR  
POE VALLEY VECTOR CONTROL DISTRICT, OR  
POLK COUNTY FIRE DISTRICT #1, OR  
POLK S.W.C.D., OR  
POMPADOUR WATER IMPROVEMENT DISTRICT, OR  
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT,  
OR  
PORT OF ALSEA, OR  
PORT OF ARLINGTON, OR  
PORT OF ASTORIA, OR  
PORT OF BANDON, OR  
PORT OF BRANDON, OR  
PORT OF BROOKINGS HARBOR, OR  
PORT OF CASCADE LOCKS, OR  
PORT OF COQUILLE RIVER, OR  
PORT OF GARIBALDI, OR  
PORT OF GOLD BEACH, OR  
PORT OF HOOD RIVER, OR  
PORT OF MORGAN CITY, LA  
PORT OF MORROW, OR  
PORT OF NEHALEM, OR  
PORT OF NEWPORT, OR  
PORT OF PORT ORFORD, OR  
PORT OF PORTLAND, OR  
PORT OF SIUSLAW, OR  
PORT OF ST. HELENS, OR  
PORT OF THE DALLES, OR  
PORT OF TILLAMOOK BAY, OR  
PORT OF TOLEDO, OR  
PORT OF UMATILLA, OR  
PORT OF UMPQUA, OR  
PORT ORFORD CEMETERY MAINTENANCE  
DISTRICT, OR  
PORT ORFORD PUBLIC LIBRARY DISTRICT, OR  
PORT ORFORD R.F.P.D., OR  
PORTLAND DEVELOPMENT COMMISSION, OR  
PORTLAND FIRE AND RESCUE  
PORTLAND HOUSING CENTER, OR  
POWDER R.F.P.D., OR  
POWDER RIVER R.F.P.D., OR  
POWDER VALLEY WATER CONTROL DISTRICT, OR  
POWERS HEALTH DISTRICT, OR  
PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR  
PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT  
#1, OR  
PROSPECT R.F.P.D., OR

QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR  
QUEENER IRRIGATION IMPROVEMENT DISTRICT,  
OR  
RAINBOW WATER DISTRICT, OR  
RAINIER CEMETERY DISTRICT, OR  
RAINIER DRAINAGE IMPROVEMENT COMPANY, OR  
RALEIGH WATER DISTRICT, OR  
REDMOND AREA PARK & RECREATION DISTRICT,  
OR  
REDMOND FIRE AND RESCUE, OR  
RIDDLE FIRE PROTECTION DISTRICT, OR  
RIDGEWOOD DISTRICT IMPROVEMENT COMPANY,  
OR  
RIDGEWOOD ROAD DISTRICT, OR  
RIETH SANITARY DISTRICT, OR  
RIETH WATER DISTRICT, OR  
RIMROCK WEST IMPROVEMENT DISTRICT, OR  
RINK CREEK WATER DISTRICT, OR  
RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR  
RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR  
RIVER MEADOWS IMPROVEMENT DISTRICT, OR  
RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR  
RIVER ROAD PARK & RECREATION DISTRICT, OR  
RIVER ROAD WATER DISTRICT, OR  
RIVERBEND RIVERBANK WATER IMPROVEMENT  
DISTRICT, OR  
RIVERDALE R.F.P.D. 11-JT, OR  
RIVERGROVE WATER DISTRICT, OR  
RIVERSIDE MISSION WATER CONTROL DISTRICT,  
OR  
RIVERSIDE R.F.P.D. #7-406, OR  
RIVERSIDE WATER DISTRICT, OR  
ROBERTS CREEK WATER DISTRICT, OR  
ROCK CREEK DISTRICT IMPROVEMENT, OR  
ROCK CREEK WATER DISTRICT, OR  
ROCKWOOD WATER P.U.D., OR  
ROCKY POINT FIRE & EMS, OR  
ROGUE RIVER R.F.P.D., OR  
ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR  
ROGUE VALLEY SEWER SERVICES, OR  
ROGUE VALLEY SEWER, OR  
ROGUE VALLEY TRANSPORTATION DISTRICT, OR  
ROSEBURG URBAN SANITARY AUTHORITY, OR  
ROSEWOOD ESTATES ROAD DISTRICT, OR  
ROW RIVER VALLEY WATER DISTRICT, OR  
RURAL ROAD ASSESSMENT DISTRICT #3, OR  
RURAL ROAD ASSESSMENT DISTRICT #4, OR  
SAINT LANDRY PARISH TOURIST COMMISSION  
SAINT MARY PARISH REC DISTRICT 2  
SAINT MARY PARISH REC DISTRICT 3  
SAINT TAMMANY FIRE DISTRICT 4, LA  
SALEM AREA MASS TRANSIT DISTRICT, OR  
SALEM MASS TRANSIT DISTRICT  
SALEM SUBURBAN R.F.P.D., OR  
SALISHAN SANITARY DISTRICT, OR  
SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR  
SALMON RIVER PARK WATER IMPROVEMENT  
DISTRICT, OR  
SALMONBERRY TRAIL INTERGOVERNMENTAL  
AGENCY, OR  
SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR  
SANDY DRAINAGE IMPROVEMENT COMPANY, OR  
SANDY R.F.P.D. #72, OR  
SANTA CLARA R.F.P.D., OR  
SANTA CLARA WATER DISTRICT, OR

SANTIAM WATER CONTROL DISTRICT, OR  
SAUVIE ISLAND DRAINAGE IMPROVEMENT  
COMPANY, OR  
SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J,  
OR  
SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY,  
OR  
SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR  
SCAPPOOSE R.F.P.D., OR  
SCIO R.F.P.D., OR  
SCOTTSBURG R.F.P.D., OR  
SEAL ROCK R.F.P.D., OR  
SEAL ROCK WATER DISTRICT, OR  
SEWERAGE AND WATER BOARD OF NEW ORLEANS,  
LA  
SHANGRI-LA WATER DISTRICT, OR  
SHASTA VIEW IRRIGATION DISTRICT, OR  
SHELLEY ROAD CREST ACRES WATER DISTRICT,  
OR  
SHERIDAN FIRE DISTRICT, OR  
SHERMAN COUNTY HEALTH DISTRICT, OR  
SHERMAN COUNTY S.W.C.D., OR  
SHORELINE SANITARY DISTRICT, OR  
SILETZ KEYS SANITARY DISTRICT, OR  
SILETZ R.F.P.D., OR  
SILVER FALLS LIBRARY DISTRICT, OR  
SILVER LAKE IRRIGATION DISTRICT, OR  
SILVER LAKE R.F.P.D., OR  
SILVER SANDS SPECIAL ROAD DISTRICT, OR  
SILVERTON R.F.P.D. NO. 2, OR  
SISTERS PARKS & RECREATION DISTRICT, OR  
SISTERS-CAMP SHERMAN R.F.P.D., OR  
SIUSLAW PUBLIC LIBRARY DISTRICT, OR  
SIUSLAW S.W.C.D., OR  
SIUSLAW VALLEY FIRE AND RESCUE, OR  
SIXES R.F.P.D., OR  
SKIPANON WATER CONTROL DISTRICT, OR  
SKYLINE VIEW DISTRICT IMPROVEMENT  
COMPANY, OR  
SLEEPY HOLLOW WATER DISTRICT, OR  
SMITH DITCH DISTRICT IMPROVEMENT COMPANY,  
OR  
SOUTH CLACKAMAS TRANSPORTATION DISTRICT,  
OR  
SOUTH COUNTY HEALTH DISTRICT, OR  
SOUTH FORK WATER BOARD, OR  
SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR  
SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR  
SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR  
SOUTH LAFOURCHE LEVEE DISTRICT, LA  
SOUTH LANE COUNTY FIRE & RESCUE, OR  
SOUTH SANTIAM RIVER WATER CONTROL  
DISTRICT, OR  
SOUTH SHERMAN FIRE DISTRICT, OR  
SOUTH SUBURBAN SANITARY DISTRICT, OR  
SOUTH WASCO PARK & RECREATION DISTRICT, OR  
SOUTHERN COOS HEALTH DISTRICT, OR  
SOUTHERN CURRY CEMETERY MAINTENANCE  
DISTRICT, OR  
SOUTHVIEW IMPROVEMENT DISTRICT, OR  
SOUTHWEST LINCOLN COUNTY WATER DISTRICT,  
OR  
SOUTHWESTERN POLK COUNTY R.F.P.D., OR  
SOUTHWOOD PARK WATER DISTRICT, OR  
SPECIAL ROAD DISTRICT #1, OR

SPECIAL ROAD DISTRICT #8, OR  
SPRING RIVER SPECIAL ROAD DISTRICT, OR  
SPRINGFIELD UTILITY BOARD, OR  
ST. PAUL R.F.P.D., OR  
STANFIELD CEMETERY DISTRICT #6, OR  
STANFIELD IRRIGATION DISTRICT, OR  
STARR CREEK ROAD DISTRICT, OR  
STARWOOD SANITARY DISTRICT, OR  
STAYTON FIRE DISTRICT, OR  
SUBLIMITY FIRE DISTRICT, OR  
SUBURBAN EAST SALEM WATER DISTRICT, OR  
SUBURBAN LIGHTING DISTRICT, OR  
SUCCOR CREEK DISTRICT IMPROVEMENT  
COMPANY, OR  
SUMMER LAKE IRRIGATION DISTRICT, OR  
SUMMERVILLE CEMETERY MAINTENANCE  
DISTRICT, OR  
SUMNER R.F.P.D., OR  
SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR  
SUNDOWN SANITATION DISTRICT, OR  
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR  
SUNNYSIDE IRRIGATION DISTRICT, OR  
SUNRISE WATER AUTHORITY, OR  
SUNRIVER SERVICE DISTRICT, OR  
SUNSET EMPIRE PARK & RECREATION DISTRICT,  
OR  
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR  
SURFLAND ROAD DISTRICT, OR  
SUTHERLIN VALLEY RECREATION DISTRICT, OR  
SUTHERLIN WATER CONTROL DISTRICT, OR  
SWALLEY IRRIGATION DISTRICT, OR  
SWEET HOME CEMETERY MAINTENANCE DISTRICT,  
OR  
SWEET HOME FIRE & AMBULANCE DISTRICT, OR  
SWISSHOME-DEADWOOD R.F.P.D., OR  
TABLE ROCK DISTRICT IMPROVEMENT COMPANY,  
OR  
TALENT IRRIGATION DISTRICT, OR  
TANGENT R.F.P.D., OR  
TENMILE R.F.P.D., OR  
TERREBONNE DOMESTIC WATER DISTRICT, OR  
THE DALLES IRRIGATION DISTRICT, OR  
THOMAS CREEK-WESTSIDE R.F.P.D., OR  
THREE RIVERS RANCH ROAD DISTRICT, OR  
THREE SISTERS IRRIGATION DISTRICT, OR  
TIGARD TUALATIN AQUATIC DISTRICT, OR  
TIGARD WATER DISTRICT, OR  
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT,  
OR  
TILLAMOOK COUNTY EMERGENCY  
COMMUNICATIONS DISTRICT, OR  
TILLAMOOK COUNTY S.W.C.D., OR  
TILLAMOOK COUNTY TRANSPORTATION DISTRICT,  
OR  
TILLAMOOK FIRE DISTRICT, OR  
TILLAMOOK P.U.D., OR  
TILLER R.F.P.D., OR  
TOBIN DITCH DISTRICT IMPROVEMENT COMPANY,  
OR  
TOLEDO R.F.P.D., OR  
TONE WATER DISTRICT, OR  
TOOLEY WATER DISTRICT, OR  
TRASK DRAINAGE DISTRICT, OR  
TRI CITY R.F.P.D. #4, OR  
TRI-CITY WATER & SANITARY AUTHORITY, OR

TRI-COUNTY METROPOLITAN TRANSPORTATION  
DISTRICT OF OREGON  
TRIMET, OR  
TUALATIN HILLS PARK & RECREATION DISTRICT  
TUALATIN HILLS PARK & RECREATION DISTRICT,  
OR  
TUALATIN S.W.C.D., OR  
TUALATIN VALLEY FIRE & RESCUE  
TUALATIN VALLEY FIRE & RESCUE, OR  
TUALATIN VALLEY IRRIGATION DISTRICT, OR  
TUALATIN VALLEY WATER DISTRICT  
TUALATIN VALLEY WATER DISTRICT, OR  
TUMALO IRRIGATION DISTRICT, OR  
TURNER FIRE DISTRICT, OR  
TWIN ROCKS SANITARY DISTRICT, OR  
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR  
TWO RIVERS S.W.C.D., OR  
TWO RIVERS SPECIAL ROAD DISTRICT, OR  
TYGH VALLEY R.F.P.D., OR  
TYGH VALLEY WATER DISTRICT, OR  
UMATILLA COUNTY FIRE DISTRICT #1, OR  
UMATILLA COUNTY S.W.C.D., OR  
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT,  
OR  
UMATILLA HOSPITAL DISTRICT, OR  
UMATILLA R.F.P.D. #7-405, OR  
UMATILLA-MORROW RADIO AND DATA DISTRICT,  
OR  
UMPQUA S.W.C.D., OR  
UNION CEMETERY MAINTENANCE DISTRICT, OR  
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT,  
OR  
UNION COUNTY VECTOR CONTROL DISTRICT, OR  
UNION GAP SANITARY DISTRICT, OR  
UNION GAP WATER DISTRICT, OR  
UNION HEALTH DISTRICT, OR  
UNION R.F.P.D., OR  
UNION S.W.C.D., OR  
UNITY COMMUNITY PARK & RECREATION  
DISTRICT, OR  
UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR  
UPPER MCKENZIE R.F.P.D., OR  
UPPER WILLAMETTE S.W.C.D., OR  
VALE OREGON IRRIGATION DISTRICT, OR  
VALE RURAL FIRE PROTECTION DISTRICT, OR  
VALLEY ACRES SPECIAL ROAD DISTRICT, OR  
VALLEY VIEW CEMETERY MAINTENANCE  
DISTRICT, OR  
VALLEY VIEW WATER DISTRICT, OR  
VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR  
VERNONIA R.F.P.D., OR  
VINEYARD MOUNTAIN PARK & RECREATION  
DISTRICT, OR  
VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT,  
OR  
WALLA WALLA RIVER IRRIGATION DISTRICT, OR  
WALLOWA COUNTY HEALTH CARE DISTRICT, OR  
WALLOWA LAKE COUNTY SERVICE DISTRICT, OR  
WALLOWA LAKE IRRIGATION DISTRICT, OR  
WALLOWA LAKE R.F.P.D., OR  
WALLOWA S.W.C.D., OR  
WALLOWA VALLEY IMPROVEMENT DISTRICT #1,  
OR  
WAMIC R.F.P.D., OR  
WAMIC WATER & SANITARY AUTHORITY, OR

WARMSPRINGS IRRIGATION DISTRICT, OR  
WASCO COUNTY S.W.C.D., OR  
WATER ENVIRONMENT SERVICES, OR  
WATER WONDERLAND IMPROVEMENT DISTRICT,  
OR  
WATERBURY & ALLEN DITCH IMPROVEMENT  
DISTRICT, OR  
WATSECO-BARVIEW WATER DISTRICT, OR  
WAUNA WATER DISTRICT, OR  
WEDDERBURN SANITARY DISTRICT, OR  
WEST EAGLE VALLEY WATER CONTROL DISTRICT,  
OR  
WEST EXTENSION IRRIGATION DISTRICT, OR  
WEST LABISH DRAINAGE & WATER CONTROL  
IMPROVEMENT DISTRICT, OR  
WEST MULTNOMAH S.W.C.D., OR  
WEST SIDE R.F.P.D., OR  
WEST SLOPE WATER DISTRICT, OR  
WEST UMATILLA MOSQUITO CONTROL DISTRICT,  
OR  
WEST VALLEY FIRE DISTRICT, OR  
WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR  
WESTERN LANE AMBULANCE DISTRICT, OR  
WESTLAND IRRIGATION DISTRICT, OR  
WESTON ATHENA MEMORIAL HALL PARK &  
RECREATION DISTRICT, OR  
WESTON CEMETERY DISTRICT #2, OR  
WESTPORT FIRE AND RESCUE, OR  
WESTRIDGE WATER SUPPLY CORPORATION, OR  
WESTWOOD HILLS ROAD DISTRICT, OR  
WESTWOOD VILLAGE ROAD DISTRICT, OR  
WHEELER S.W.C.D., OR  
WHITE RIVER HEALTH DISTRICT, OR  
WIARD MEMORIAL PARK DISTRICT, OR  
WICKIUP WATER DISTRICT, OR  
WILLAKENZIE R.F.P.D., OR  
WILLAMALANE PARK & RECREATION DISTRICT, OR  
WILLAMALANE PARK AND RECREATION DISTRICT  
WILLAMETTE HUMANE SOCIETY  
WILLAMETTE RIVER WATER COALITION, OR  
WILLIAMS R.F.P.D., OR  
WILLOW CREEK PARK DISTRICT, OR  
WILLOW DALE WATER DISTRICT, OR  
WILSON RIVER WATER DISTRICT, OR  
WINCHESTER BAY R.F.P.D., OR  
WINCHESTER BAY SANITARY DISTRICT, OR  
WINCHUCK R.F.P.D., OR  
WINSTON-DILLARD R.F.P.D., OR  
WINSTON-DILLARD WATER DISTRICT, OR  
WOLF CREEK R.F.P.D., OR  
WOOD RIVER DISTRICT IMPROVEMENT COMPANY,  
OR  
WOODBURN R.F.P.D. NO. 6, OR  
WOODLAND PARK SPECIAL ROAD DISTRICT, OR  
WOODS ROAD DISTRICT, OR  
WRIGHT CREEK ROAD WATER IMPROVEMENT  
DISTRICT, OR  
WY'EAST FIRE DISTRICT, OR  
YACHATS R.F.P.D., OR  
YAMHILL COUNTY TRANSIT AREA, OR  
YAMHILL FIRE PROTECTION DISTRICT, OR  
YAMHILL SWCD, OR  
YONCALLA PARK & RECREATION DISTRICT, OR  
YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT,  
OR

ZUMWALT R.F.P.D., OR

**K-12 INCLUDING BUT NOT LIMITED TO:**

ACADIA PARISH SCHOOL BOARD  
BEAVERTON SCHOOL DISTRICT  
BEND-LA PINE SCHOOL DISTRICT  
BOGALUSA HIGH SCHOOL, LA  
BOSSIER PARISH SCHOOL BOARD  
BROOKING HARBOR SCHOOL DISTRICT  
CADDO PARISH SCHOOL DISTRICT  
CALCASIEU PARISH SCHOOL DISTRICT  
CANBY SCHOOL DISTRICT  
CANYONVILLE CHRISTIAN ACADEMY  
CASCADE SCHOOL DISTRICT  
CASCADES ACADEMY OF CENTRAL OREGON  
CENTENNIAL SCHOOL DISTRICT  
CENTRAL CATHOLIC HIGH SCHOOL  
CENTRAL POINT SCHOOL DISTRICT NO.6  
CENTRAL SCHOOL DISTRICT 13J  
COOS BAY SCHOOL DISTRICT NO.9  
CORVALLIS SCHOOL DISTRICT 509J  
COUNTY OF YAMHILL SCHOOL DISTRICT 29  
CULVER SCHOOL DISTRICT  
DALLAS SCHOOL DISTRICT NO.2  
DAVID DOUGLAS SCHOOL DISTRICT  
DAYTON SCHOOL DISTRICT NO.8  
DE LA SALLE N CATHOLIC HS  
DESCHUTES COUNTY SCHOOL DISTRICT NO.6  
DOUGLAS EDUCATIONAL DISTRICT SERVICE  
DUFUR SCHOOL DISTRICT NO.29  
EAST BATON ROUGE PARISH SCHOOL DISTRICT  
ESTACADA SCHOOL DISTRICT NO.10B  
FOREST GROVE SCHOOL DISTRICT  
GEORGE MIDDLE SCHOOL  
GLADSTONE SCHOOL DISTRICT  
GRANTS PASS SCHOOL DISTRICT 7  
GREATER ALBANY PUBLIC SCHOOL DISTRICT  
GRESHAM BARLOW JOINT SCHOOL DISTRICT  
HEAD START OF LANE COUNTY  
HIGH DESERT EDUCATION SERVICE DISTRICT  
HILLSBORO SCHOOL DISTRICT  
HOOD RIVER COUNTY SCHOOL DISTRICT  
JACKSON CO SCHOOL DIST NO.9  
JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
JEFFERSON PARISH SCHOOL DISTRICT  
JEFFERSON SCHOOL DISTRICT  
JUNCTION CITY SCHOOLS, OR  
KLAMATH COUNTY SCHOOL DISTRICT  
KLAMATH FALLS CITY SCHOOLS  
LAFAYETTE PARISH SCHOOL DISTRICT  
LAKE OSWEGO SCHOOL DISTRICT 7J  
LANE COUNTY SCHOOL DISTRICT 4J  
LINCOLN COUNTY SCHOOL DISTRICT  
LINN CO. SCHOOL DIST. 95C  
LIVINGSTON PARISH SCHOOL DISTRICT  
LOST RIVER JR/SR HIGH SCHOOL  
LOWELL SCHOOL DISTRICT NO.71  
MARION COUNTY SCHOOL DISTRICT  
MARION COUNTY SCHOOL DISTRICT 103  
MARIST HIGH SCHOOL, OR  
MCMINNVILLE SCHOOL DISTRICT NOAO  
MEDFORD SCHOOL DISTRICT 549C  
MITCH CHARTER SCHOOL  
MONROE SCHOOL DISTRICT NO.1J

MORROW COUNTY SCHOOL DIST, OR  
MULTNOMAH EDUCATION SERVICE DISTRICT  
MULTISENSORY LEARNING ACADEMY  
MYRTLE PINT SCHOOL DISTRICT 41  
NEAH-KAH-NIE DISTRICT NO.56  
NEWBERG PUBLIC SCHOOLS  
NESTUCCA VALLEY SCHOOL DISTRICT NO.101  
NOBEL LEARNING COMMUNITIES  
NORTH BEND SCHOOL DISTRICT 13  
NORTH CLACKAMAS SCHOOL DISTRICT  
NORTH DOUGLAS SCHOOL DISTRICT  
NORTH WASCO CITY SCHOOL DISTRICT 21  
NORTHWEST REGIONAL EDUCATION SERVICE  
DISTRICT  
ONTARIO MIDDLE SCHOOL  
OREGON TRAIL SCHOOL DISTRICT NOA6  
ORLEANS PARISH SCHOOL DISTRICT  
PHOENIX-TALENT SCHOOL DISTRICT NOA  
PLEASANT HILL SCHOOL DISTRICT  
PORTLAND JEWISH ACADEMY  
PORTLAND PUBLIC SCHOOLS  
RAPIDES PARISH SCHOOL DISTRICT  
REDMOND SCHOOL DISTRICT  
REYNOLDS SCHOOL DISTRICT  
ROGUE RIVER SCHOOL DISTRICT  
ROSEBURG PUBLIC SCHOOLS  
SCAPPOOSE SCHOOL DISTRICT 1J  
SAINT TAMMANY PARISH SCHOOL BOARD, LA  
SEASIDE SCHOOL DISTRICT 10  
SHERWOOD SCHOOL DISTRICT 88J  
SILVER FALLS SCHOOL DISTRICT 4J  
SOUTH LANE SCHOOL DISTRICT 45J3  
SOUTHERN OREGON EDUCATION SERVICE  
DISTRICT  
SPRINGFIELD PUBLIC SCHOOLS  
SUTHERLIN SCHOOL DISTRICT  
SWEET HOME SCHOOL DISTRICT NO.55  
TERREBONNE PARISH SCHOOL DISTRICT  
THE CATLIN GABEL SCHOOL  
TIGARD-TUALATIN SCHOOL DISTRICT  
UMATILLA MORROW ESD  
WEST LINN WILSONVILLE SCHOOL DISTRICT  
WILLAMETTE EDUCATION SERVICE DISTRICT  
WOODBURN SCHOOL DISTRICT  
YONCALLA SCHOOL DISTRICT  
ACADEMY FOR MATH ENGINEERING & SCIENCE  
(AMES), UT  
ALIANZA ACADEMY, UT  
ALPINE DISTRICT, UT  
AMERICAN LEADERSHIP ACADEMY, UT  
AMERICAN PREPARATORY ACADEMY, UT  
BAER CANYON HIGH SCHOOL FOR SPORTS &  
MEDICAL SCIENCES, UT  
BEAR RIVER CHARTER SCHOOL, UT  
BEAVER SCHOOL DISTRICT, UT  
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY  
(BSTA) , UT  
BOX ELDER SCHOOL DISTRICT, UT  
CBA CENTER, UT  
CACHE SCHOOL DISTRICT, UT  
CANYON RIM ACADEMY, UT  
CANYONS DISTRICT, UT  
CARBON SCHOOL DISTRICT, UT  
CHANNING HALL, UT  
CHARTER SCHOOL LEWIS ACADEMY, UT

CITY ACADEMY, UT  
DAGGETT SCHOOL DISTRICT, UT  
DAVINCI ACADEMY, UT  
DAVIS DISTRICT, UT  
DUAL IMMERSION ACADEMY, UT  
DUCHESNE SCHOOL DISTRICT, UT  
EARLY LIGHT ACADEMY AT DAYBREAK, UT  
EAST HOLLYWOOD HIGH, UT  
EDITH BOWEN LABORATORY SCHOOL, UT  
EMERSON ALCOTT ACADEMY, UT  
EMERY SCHOOL DISTRICT, UT  
ENTHEOS ACADEMY, UT  
EXCELSIOR ACADEMY, UT  
FAST FORWARD HIGH, UT  
FREEDOM ACADEMY, UT  
GARFIELD SCHOOL DISTRICT, UT  
GATEWAY PREPARATORY ACADEMY, UT  
GEORGE WASHINGTON ACADEMY, UT  
GOOD FOUNDATION ACADEMY, UT  
GRAND SCHOOL DISTRICT, UT  
GRANITE DISTRICT, UT  
GUADALUPE SCHOOL, UT  
HAWTHORN ACADEMY, UT  
INTECH COLLEGIATE HIGH SCHOOL, UT  
IRON SCHOOL DISTRICT, UT  
ITINERIS EARLY COLLEGE HIGH, UT  
JOHN HANCOCK CHARTER SCHOOL, UT  
JORDAN DISTRICT, UT  
JUAB SCHOOL DISTRICT, UT  
KANE SCHOOL DISTRICT, UT  
KARL G MAESER PREPARATORY ACADEMY, UT  
LAKEVIEW ACADEMY, UT  
LEGACY PREPARATORY ACADEMY, UT  
LIBERTY ACADEMY, UT  
LINCOLN ACADEMY, UT  
LOGAN SCHOOL DISTRICT, UT  
MARIA MONTESSORI ACADEMY, UT  
MERIT COLLEGE PREPARATORY ACADEMY, UT  
MILLARD SCHOOL DISTRICT, UT  
MOAB CHARTER SCHOOL, UT  
MONTICELLO ACADEMY, UT  
MORGAN SCHOOL DISTRICT, UT  
MOUNTAINVILLE ACADEMY, UT  
MURRAY SCHOOL DISTRICT, UT  
NAVIGATOR POINTE ACADEMY, UT  
NEBO SCHOOL DISTRICT, UT  
NO UT ACAD FOR MATH ENGINEERING & SCIENCE  
(NUAMES), UT  
NOAH WEBSTER ACADEMY, UT  
NORTH DAVIS PREPARATORY ACADEMY, UT  
NORTH SANPETE SCHOOL DISTRICT, UT  
NORTH STAR ACADEMY, UT  
NORTH SUMMIT SCHOOL DISTRICT, UT  
ODYSSEY CHARTER SCHOOL, UT  
OGDEN PREPARATORY ACADEMY, UT  
OGDEN SCHOOL DISTRICT, UT  
OPEN CLASSROOM, UT  
OPEN HIGH SCHOOL OF UTAH, UT  
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT  
PARADIGM HIGH SCHOOL, UT  
PARK CITY SCHOOL DISTRICT, UT  
PINNACLE CANYON ACADEMY, UT  
PIUTE SCHOOL DISTRICT, UT  
PROVIDENCE HALL, UT  
PROVO SCHOOL DISTRICT, UT

QUAIL RUN PRIMARY SCHOOL, UT  
QUEST ACADEMY, UT  
RANCHES ACADEMY, UT  
REAGAN ACADEMY, UT  
RENAISSANCE ACADEMY, UT  
RICH SCHOOL DISTRICT, UT  
ROCKWELL CHARTER HIGH SCHOOL, UT  
SALT LAKE ARTS ACADEMY, UT  
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT  
SALT LAKE SCHOOL DISTRICT, UT  
SALT LAKE SCHOOL FOR THE PERFORMING ARTS,  
UT  
SAN JUAN SCHOOL DISTRICT, UT  
SEVIER SCHOOL DISTRICT, UT  
SOLDIER HOLLOW CHARTER SCHOOL, UT  
SOUTH SANPETE SCHOOL DISTRICT, UT  
SOUTH SUMMIT SCHOOL DISTRICT, UT  
SPECTRUM ACADEMY, UT  
SUCCESS ACADEMY, UT  
SUCCESS SCHOOL, UT  
SUMMIT ACADEMY, UT  
SUMMIT ACADEMY HIGH SCHOOL, UT  
SYRACUSE ARTS ACADEMY, UT  
THOMAS EDISON - NORTH, UT  
TIMPANOGOS ACADEMY, UT  
TINTIC SCHOOL DISTRICT, UT  
TOOELE SCHOOL DISTRICT, UT  
TUACAHN HIGH SCHOOL FOR THE PERFORMING  
ARTS, UT  
UINTAH RIVER HIGH, UT  
UINTAH SCHOOL DISTRICT, UT  
UTAH CONNECTIONS ACADEMY, UT  
UTAH COUNTY ACADEMY OF SCIENCE, UT  
UTAH ELECTRONIC HIGH SCHOOL, UT  
UTAH SCHOOLS FOR DEAF & BLIND, UT  
UTAH STATE OFFICE OF EDUCATION, UT  
UTAH VIRTUAL ACADEMY, UT  
VENTURE ACADEMY, UT  
VISTA AT ENTRADA SCHOOL OF PERFORMING  
ARTS AND TECHNOLOGY, UT  
WALDEN SCHOOL OF LIBERAL ARTS, UT  
WASATCH PEAK ACADEMY, UT  
WASATCH SCHOOL DISTRICT, UT  
WASHINGTON SCHOOL DISTRICT, UT  
WAYNE SCHOOL DISTRICT, UT  
WEBER SCHOOL DISTRICT, UT  
WEILENMANN SCHOOL OF DISCOVERY, UT

#### **HIGHER EDUCATION**

ARGOSY UNIVERSITY  
BATON ROUGE COMMUNITY COLLEGE, LA  
BIRTHINGWAY COLLEGE OF MIDWIFERY  
BLUE MOUNTAIN COMMUNITY COLLEGE  
BRIGHAM YOUNG UNIVERSITY - HAWAII  
CENTRAL OREGON COMMUNITY COLLEGE  
CENTENARY COLLEGE OF LOUISIANA  
CHEMEKETA COMMUNITY COLLEGE  
CLACKAMAS COMMUNITY COLLEGE  
COLLEGE OF THE MARSHALL ISLANDS  
COLUMBIA GORGE COMMUNITY COLLEGE  
CONCORDIA UNIVERSITY  
GEORGE FOX UNIVERSITY  
KLAMATH COMMUNITY COLLEGE DISTRICT  
LANE COMMUNITY COLLEGE  
LEWIS AND CLARK COLLEGE

LINFIELD COLLEGE  
LINN-BENTON COMMUNITY COLLEGE  
LOUISIANA COLLEGE, LA  
LOUISIANA STATE UNIVERSITY  
LOUISIANA STATE UNIVERSITY HEALTH SERVICES  
MARYLHURST UNIVERSITY  
MT. HOOD COMMUNITY COLLEGE  
MULTNOMAH BIBLE COLLEGE  
NATIONAL COLLEGE OF NATURAL MEDICINE  
NORTHWEST CHRISTIAN COLLEGE  
OREGON HEALTH AND SCIENCE UNIVERSITY  
OREGON INSTITUTE OF TECHNOLOGY  
OREGON STATE UNIVERSITY  
OREGON UNIVERSITY SYSTEM  
PACIFIC UNIVERSITY  
PIONEER PACIFIC COLLEGE  
PORTLAND COMMUNITY COLLEGE  
PORTLAND STATE UNIVERSITY  
REED COLLEGE  
RESEARCH CORPORATION OF THE UNIVERSITY OF  
HAWAII  
ROGUE COMMUNITY COLLEGE  
SOUTHEASTERN LOUISIANA UNIVERSITY  
SOUTHERN OREGON UNIVERSITY (OREGON  
UNIVERSITY SYSTEM)  
SOUTHWESTERN OREGON COMMUNITY COLLEGE  
TULANE UNIVERSITY  
TILLAMOOK BAY COMMUNITY COLLEGE  
UMPQUA COMMUNITY COLLEGE  
UNIVERSITY OF HAWAII BOARD OF REGENTS  
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY  
COLLEGE  
UNIVERSITY OF OREGON-GRADUATE SCHOOL  
UNIVERSITY OF PORTLAND  
UNIVERSITY OF NEW ORLEANS  
WESTERN OREGON UNIVERSITY  
WESTERN STATES CHIROPRACTIC COLLEGE  
WILLAMETTE UNIVERSITY  
XAVIER UNIVERSITY  
UTAH SYSTEM OF HIGHER EDUCATION, UT  
UNIVERSITY OF UTAH, UT  
UTAH STATE UNIVERSITY, UT  
WEBER STATE UNIVERSITY, UT  
SOUTHERN UTAH UNIVERSITY, UT  
SNOW COLLEGE, UT  
DIXIE STATE COLLEGE, UT  
COLLEGE OF EASTERN UTAH, UT  
UTAH VALLEY UNIVERSITY, UT  
SALT LAKE COMMUNITY COLLEGE, UT  
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

#### **STATE AGENCIES**

ADMIN. SERVICES OFFICE  
BOARD OF MEDICAL EXAMINERS  
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY  
HAWAII DEPARTMENT OF TRANSPORTATION  
HAWAII HEALTH SYSTEMS CORPORATION  
OFFICE OF MEDICAL ASSISTANCE PROGRAMS  
OFFICE OF THE STATE TREASURER  
OREGON BOARD OF ARCHITECTS  
OREGON CHILD DEVELOPMENT COALITION  
OREGON DEPARTMENT OF EDUCATION  
OREGON DEPARTMENT OF FORESTRY  
OREGON DEPT OF TRANSPORTATION  
OREGON DEPT. OF EDUCATION

OREGON LOTTERY  
OREGON OFFICE OF ENERGY  
OREGON STATE BOARD OF NURSING  
OREGON STATE DEPT OF CORRECTIONS  
OREGON STATE POLICE  
OREGON TOURISM COMMISSION  
OREGON TRAVEL INFORMATION COUNCIL  
SANTIAM CANYON COMMUNICATION CENTER  
SEIU LOCAL 503, OPEU  
SOH- JUDICIARY CONTRACTS AND PURCH  
STATE DEPARTMENT OF DEFENSE, STATE OF  
HAWAII  
STATE OF HAWAII  
STATE OF HAWAII, DEPT. OF EDUCATION  
STATE OF LOUISIANA  
STATE OF LOUISIANA DEPT. OF EDUCATION  
STATE OF LOUISIANA, 26<sup>TH</sup> JUDICIAL DISTRICT  
ATTORNEY  
STATE OF UTAH

EXAMPLE



## Qualification and Experience

- i. Provide a brief history of the Offeror, including year it was established and corporate office location.

Konica Minolta Business Solutions U.S.A. Inc. was officially formed in 2003 (Merger of Konica Co.- est. 1873 & Minolta Corp.- est. 1959) when two separate companies, Konica and Minolta; two international imaging technology giants with product lines ranging from industry leading printer/copiers to industrial optics. Konica Minolta has been officially incorporated in America since 1959 and has been an industry leader in the MFP, Scanner, and Solutions space for decades.

Konica Minolta is a corporation incorporated in the State of New York. The company corporate headquarters is located in New Jersey at the following address:

100 Williams Drive Ramsey, NJ 07446

Konica Minolta has a wide range of experience, cultivated through over 60 years in the copier industry, and a proven history of delivering total imaging solutions, enterprise content management, MPS and IT services to our clients. It is our underlying principle that we focus on the three most important aspects of a customer's document imaging needs – quality of images, tools and methods for creating those images, and the application of images. To that principal, it is our objective to deliver the most technologically advanced hardware and software solutions as well as the most comprehensive service and support available at a competitive cost.

- ii. Describe Offeror's reputation in the marketplace.

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

### Industry Recognition

#### **Nikkei Environmental Management Survey**

Ranked first place in the overall manufacturing sector at the 22<sup>nd</sup> Nikkei Environmental Management Survey, an evaluation of sustainability initiatives in environmental and business management.



### Brand Keys

#1 Brand on Customer Loyalty Engagement Index “MFP Office Copier” category - twelfth consecutive year.



### Dow Jones Sustainability World Index

Highest Score in Social Dimension  
DJSI World – eighth consecutive year  
DJSI Asia Pacific - eleventh consecutive year



### RobecoSAM

Awarded Sustainability Gold Class 2018; a global distinction for corporate sustainability, by RobecoSAM, an investment specialist focused exclusively on Sustainability Investing, based in Switzerland.



### Carbon Disclosure Project (CDP)

Konica Minolta has secured a position on the Japan 500 Climate Disclosure Leadership Index (CDLI), for disclosing extensive carbon emissions & energy data-exemplifying a high level of transparency.



iii. Describe Offeror’s reputation of products and services in the marketplace.

#### Product Recognition

##### **Buyers Laboratory LLC**

Awarded BLI Production Printer 2019 Pro Award **Outstanding Light Production Color Device (bizhub C3080 Series with 417 Controller)**



Konica Minolta AccurioPress 6136 Series with Internal Image Controller  
Outstanding Light/Mid Volume Production Device

##### **Buyers Laboratory LLC**

Awarded BLI Production Printer 2019 **Outstanding Light/ Mid Volume Production Color Device (bizhub 6136 Series with Internal Image Controller)**



Konica Minolta AccurioPress C3080 Series with EFI 417 Controller  
Outstanding Light Production Color Device

##### **BIL Pacesetter**

BLI Pacesetter in Smart Workplace Vision 2018-2019



Konica Minolta Business Solutions U.S.A., Inc.  
BLI Pacesetter in Smart Workplace Vision 2018-2019

##### **Buyers Laboratory LLC**

Awarded BLI 2018 Document Imaging Software Line of the Year: Unmatched range of Document Management



##### **Buyers Laboratory LLC**

Awarded BLI 2019-2020 Pacesetter award for Education K-12



Konica Minolta Business Solutions U.S.A., Inc.  
BLI Pacesetter 2019-2020 for Education K-12

iv. Describe the experience and qualification of key employees.

The relationship between Region 4 and each participating state with Konica Minolta will be managed by the State Government Contracts Team based in Vienna, VA. The State Government Contracts Team is responsible for the day to day operations and compliance of this contract and is overseen by Jack Dixon (Government Contract Manager). Jack Dixon has worked as a Contracts Specialist, Contracts Team Lead, and Contracts Manager in the industry for over 6 years. His career with contract management has been dedicated to State

and Local contract vehicles and he has directly managed multiple Cooperative Contracts, including National IPA and US Communities. Jack has worked with Konica Minolta since June 2018 and utilizes his industry experience to support the Government Contracts Team in all facets of contract award, management, and compliance. Jack reports directly to the Vice President of the Government Sales and Marketing Team, Todd Foote.

Todd Foote is responsible for the overall government sales organization that supports all channels and provides oversight on government contracts from development, implementation and compliance. Todd studied Business at the University of West Virginia and has over forty one years of experience in the industry ranging from a Sales Representative, Regional Sales Manager, Branch Manager, Director of Government Sales & Marketing, to his current position as VP of Government Sales and Marketing. Todd reports to Salvatore Errigo (VP, Sales & Business Development) who reports directly to Konica Minolta's President and CEO, Richard Taylor.

The primary responsibilities of the State Government Contracts Team will be to ensure the overall success of our program and the timely implementation of contracts. This team will also provide support in managing any contract changes or additions, implementing process improvements and resolving all general issues in a timely manner. The team was developed to provide comprehensive contract oversight to ensure the highest level of compliance and communication alignment between internal and external stakeholders. Once an award is received, a State Contract Specialist will be assigned as the contract lead. The State Contract Specialist will be to communicate all requirements of the bid to internal stakeholders, implement any required reporting processes and work directly with the lead and participating states regarding contract matters.

Assisting the State Government Contracts Team will be the assigned lead Region 4 Regional Director (Regional Director Government and Education, South/East), Thomas Cutler. Thomas started his career with Konica Minolta in 1997 as a Sales Trainer and has held positions as District Sales Manager, National Account Manager, Government Account Manager and Regional Director of Government Sales and Marketing, his current position. Thomas has a degree in Public Relations from West Virginia Wesleyan College. He will be primarily responsible for launch of the contract, compliance management and contract marketing to our field service and sales teams. This responsibility would include both direct and dealer partners authorized to work in support of the contract. Thomas reports directly to Scott Massey, Director of Government Sales.

Marc Biga (Regional Director, Government and Education, Central/West), will also assist in the Central and Western territories. Marc began his career with Konica Minolta as a District Sales Manager over 11 years ago. He has extensive experience in both State and Federal Markets as a Government Account Manager to his current position as Regional Director, Government and Education, Central/West. He also has a strong background in State and Cooperative Contract sales and management. Marc has a degree in Business Management from Iowa State University. Marc reports directly to Scott Massey, Director of Government Sales.

Government Account Managers (GAMs), Aaron Ott, Jason Bradshaw, Gary Ell and Joseph Cernie will also provide support for their designated Central/Western territories along with

Jeremy Bagenstose, Jeff Tinkle, Nancy Newel, Stephen Langdon, Fred Slavin and Mace Coleman for their assigned Eastern/ Southern territories. GAMs for the Central and Western territories report directly to Marc Biga (Regional Director, Government and Education, Central/West). GAMs for the Southern/Eastern territories report directly to Thomas Cutler (Regional Director, Government and Education, South/East). Both Marc and Thomas will oversee the sales process and report directly to the National Director of the Government Sales and Marketing Team, Scott Massey, who provides direct management for the field, Konica Minolta Government Regional Directors and GAMs.

Scott's responsibilities include the day to day management of Konica Minolta sales personnel as well as assisting in maintaining the State Contract relationship and ensuring that Konica Minolta provides the best possible customer satisfaction. Scott began with Konica Minolta in 1989 as a National Training Manager. Throughout his career at Konica Minolta, Scott has excelled as a General Manager, District Sales Manager, National Account Manager, Government Account Manager, and Regional Manager for National Accounts and moving to Director of Government Sales, his current position. Scott reports directly to VP, Sales & Government Marketing, Todd Foote.

v. Describe Offeror's experience working with the government sector.

Konica Minolta is 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 Business Solutions currently holds over 60 State and Cooperative Contracts, 1 National Educational contract, and multiple Federal Contracts including GSA Schedule 36. Our Public Sector vertical is one of the strongest groups within the company, consistently meeting and exceeding standards and completing over \$276,500,000 in revenue in 2018.

vi. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

Konica Minolta considers customer information confidential and proprietary. Konica Minolta is not involved in litigation of a material nature that would adversely affect its ability to deliver the products, services or solutions proposed under this RFP.

vii. Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

We have provided public sector references in a. references. Note that the references provided do not include contact information, as we consider this proprietary.

## REFERENCES

Konica Minolta Business Solutions currently holds over 60 State and Cooperative Contracts, 1 National Educational contract, and multiple Federal Contracts including GSA Schedule 36. A list of customers that have utilized these contracts are provided below.

Reference #	Customer	State
1	City of Los Angeles	California
2	Clark County	Nevada
3	University of Colorado	Colorado
4	City of Wichita	Kansas
5	Anchorage School District	Alaska
6	Dallas Community College District	Texas
7	City of New York	New York
8	Montgomery County	Maryland
9	University of Tennessee	Tennessee
10	Fairfax County	Virginia

Please Note: information related to these accounts is considered confidential and proprietary.  
Additional information may be provided upon request.

## Value Add

- i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

Konica Minolta is reshaping and revolutionizing the Workplace of the Future™. With our comprehensive portfolio, we deliver solutions to leverage mobility, cloud services, and optimize business processes with workflow automation. Our All Covered IT Services division offers a range of IT strategy, support, and network security solutions across all verticals. We partner with our customers to give shape to ideas, and work to bring value to our society. Below are value add offerings to enhance and protect the workplace.

### MOBOTIX

Smart governments and schools need smart security solutions to protect their assets, staff and operations, and to guard against potential threats and liabilities. With intelligent internet-protocol (IP) design, Konica Minolta customizes our MOBOTIX video security systems to proactively address your monitoring and security needs – indoor, outdoor, in low-light, in challenging weather conditions, or with thermal imaging – to ensure you have visibility to all activity around your buildings and their perimeters. Our smart systems and intelligent video streaming capabilities allow for maximum coverage and maximum security.

### School Gate Guardian

- **Detect To Protect-** Educational facilities have experienced the benefits of the latest video surveillance technology and software solutions offered by Konica Minolta. The SchoolGate Guardian School Visitor Management solution offers unsurpassed security for schools at all grade levels. Utilizing cutting-edge software and real-time identity cross-checking, SchoolGate Guardian can help schools manage visitors seamlessly while significantly increasing the safety of all staff members and students.
- **Delay Threats-** With the innovative Classroom Guardian door barrier, a class can be protected with a quick-to-install, spring loaded barrier that teachers can lock into a door mount. The strong yet lightweight device can be installed within the American's with Disabilities Act compliant height range, and can be securely disengaged from the hallway by first responders or administrators to comply with fire codes via a proprietary tamper-proof device.

### Managed Voice

All Covered, a division of Konica Minolta, offers Managed Voice Services which reduce the complexity of traditional voice providers. Depending on your business needs, our simplified solution offers two ways governments and schools can harness the power of VoIP services:

- **SIP Trunking-** Utilizing your existing internet connection, SIP Trunking provides a blend of voice and data traffic onto a single IP circuit. It delivers dynamic bandwidth allocation while supporting FXS, PRI, and T1 connections. The benefits? One bill and one point of contact for local and long distance — simplifying your overall experience.
- **Hosted PBX-** A hosted PBX cloud-based solution delivers managed voice services with advanced features. Hosted PBX is one of the fastest growing services for small and medium size businesses using VoIP. It offers one platform, one bill,

one point of contact, all delivering for you increased flexibility, low maintenance, simplification and advanced features.

### **3D Printers**

At Konica Minolta we are setting the standard with dramatic 3D printing that communicates your best designs and ideas, quickly and accurately. From K-12 to major universities, 3D printing is the new rage. It has children and adults alike watching with awe as computer-generated images become tangible items right before their eyes. Additionally, Konica Minolta provides the opportunity for students to create, innovate, learn and dream of new possibilities with our innovative 3D technologies and MyStemKits curriculum. Designed to be used in conjunction with Dremel 3D printers, each MyStemKits lesson utilizes 3D design and printing technology. All curricula adhere to the Next Generation Science Standards (NGSS), Common Core and other state standards. With 3D printing in education, Konica Minolta brings to your staff and students a renewed excitement in learning.

### **Promethean**

All Covered's Digital classroom empowers educators to teach critical thinking, communication, collaboration, creativity and innovation. With the help of interactive technologies, teachers are better equipped to prepare today's students for their futures. All Covered is proud to be a Platinum partner with Promethean, and can offer a full line card of interactive learning technologies for classrooms as part of a complete advanced learning environment. The use of interactive displays, paired with the proper teaching software, can help engage students by providing the opportunity to interact with vivid images, presentations, video, and audio. Because each classroom is unique, these systems are available in a wide variety of configurations.

### **Teem Meeting Room Management**

Teem is a state of the art, effective cloud-based solution designed to address meeting and conference room scheduling challenges and help rethink workspace usage. Teem improves productivity by keeping meetings on track and enhancing the process for scheduling and conducting important gatherings. Teem's powerful analytics identifies space use behaviors, guiding customers on where improvements are needed.

### **ALICE Receptionist**

Reshape any workplace with ALICE, the virtual receptionist. A touch screen and live video technology allows ALICE to connect visitors directly with employees, greeting them and notifying staff when a visitor enters an office space. In addition to a consistent customer service experience for guests, ALICE improves security for the office, all while saving money by forgoing a full-time staff member to manage the front desk.

### **Double Robotics**

Double<sup>®</sup> 2, part of the Double Robotics portfolio, is there when an employee can't be. Double<sup>®</sup> 2 is the world's leading telepresence robot, providing a real, physical presence at work or school via a two-wheeled balancing robot with an attached iPad<sup>®</sup>. Weighing only 15 pounds, a user attaches an iPad to the Double unit then uses an iPad, iPhone<sup>®</sup> or web browser to control and drive the robot while utilizing the Double<sup>®</sup> 2 video conferencing feature.

### Workplace Hub and Workplace Edge

The future workplace is intelligent. It's where people, spaces, and devices connect intuitively: where required information is delivered based on user preference and work processes. It's a place where IT can be accessed and managed in one single place, and where effective collaboration becomes the norm. In this day and age, business efficiency is essential – and a whole new level of potential a reality.

- **Workplace Hub-** Workplace Hub is the first of many Workplace Hub solutions meant to support this new workplace. It integrates all IT into one system that increases efficiency and productivity. It creates a robust and reliable infrastructure so that users can focus on more value-adding tasks. It's a virtual one-stop IT department that supports business, while helping manage day-to-day costs. And the inclusion of next-generation collaboration tools enables better working and communication through one simple interface.
- **Workplace Edge-** Edge is a managed IT service with higher levels of sophistication and reliability. It can complement existing systems to manage specific operational tasks or manage a complete IT infrastructure. Edge combines revolutionary software, next-generation security, and world-leading server technology that unifies systems to give users more control and certainty. With the inclusion of AI-ready software, it creates a safe and reliable application hosting platform for more relevant, timely, and focused information to make better decisions. The one simple interface gives users access to better working, collaboration, and communication.



**ACKNOWLEDGMENT AND ACCEPTANCE**  
**OF REGION 4 ESC's OPEN RECORDS POLICY**  
**OPEN RECORDS POLICY**

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

*Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).*

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

*(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)*

11-15-2019  
\_\_\_\_\_  
Date

 Government Contracts Manager  
\_\_\_\_\_  
Authorized Signature & Title

**ANTITRUST CERTIFICATION STATEMENTS**  
**(Tex. Government Code § 2155.005)**  
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

<b>Company</b>	<u>Konica Minolta Business Solutions</u>	<b>Contact</b>	 _____ <b>Signature</b>
	<u>U.S.A., Inc.</u>		Jack Dixon _____ <b>Printed Name</b>
<b>Address</b>	<u>1595 Springhill Rd Suite 410</u>		Government Contracts Manager _____ <b>Position with Company</b>
	<u>Vienna, VA 22182</u>	<b>Official Authorizing Proposal</b>	 _____ <b>Signature</b>
	_____		Jack Dixon _____ <b>Printed Name</b>
<b>Phone</b>	<u>703-760-3584</u>		Government Contracts Manager _____ <b>Position with Company</b>
<b>Fax</b>	<u>703-506-1257</u>		

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Konica Minolta Business Solutions U.S.A., Inc.  
 Ramsey, NJ United States

**Certificate Number:**  
 2019-559503

**Date Filed:**  
 11/07/2019

**Date Acknowledged:**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Education Service Center

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

Region 4 19-11  
 Region 4 Sales and Service of Office Equipment

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is Jack Dixon, and my date of birth is 2-22-91.

My address is 1595 Springhill Rd, Vienna, VA, 22182, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Fairfax County, State of Virginia, on the 15 day of November, 20 19.  
(month) (year)

  
 \_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)

**Texas Government Code 2270 Verification Form**

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Jack Dixon, as an authorized representative  
of Konica Minolta Business Solutions U.S.A , Inc.

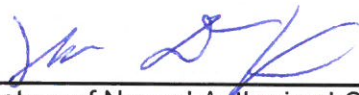
by \_\_\_\_\_, a contractor engaged  
Konica Minolta Business Solutions U.S.A, Inc.

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.



\_\_\_\_\_  
Signature of Named Authorized Company Representative

11-15-2019

\_\_\_\_\_  
Date

### **SPECIAL CONDITIONS**

Awarded Offerors may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Offeror is accepted these Special Conditions required by the Federal Emergency Management Agency (FEMA).

#### **Conflicts of Interest**

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3.

i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of Region 4 ESC nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

#### **Contractor Integrity**

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

#### **Public Policy**

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

## **Affirmative Steps**

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;

## **Bid Guarantee**

For proposals that are to include construction/reconstruction/renovation and related services, bids must be accompanied by Certified or Cashier's Check or an approved Bid Bond in the amount of not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the Surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in the state of the lead agency and authorized to underwrite bonds in the amount of the bid bond.

## **Prevailing Wage Requirements**

When applicable, the awarded Contractor(s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

## **Alternative Pricing for Federal Funding**

When applicable, such as when products and services are used in response to an emergency or disaster recovery situation in which federal funding may be used, pricing may not include cost plus a percentage of cost or pricing based on time and materials. If time and materials is necessary in an applicable federal funding situation, a ceiling price that the contract exceeds at its own risk will be needed. In addition, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited, the to the 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses.

## **Federal Requirements**

If products and services are issued in response to an emergency or disaster recovery the items below, located in this Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. Termination for Convenience:

The right to terminate this Contract for the convenience of Region 4 ESC is retained by Region 4 ESC. In the event of a termination for convenience by Region 4 ESC, Region 4 ESC shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by Region 4 ESC, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by Region 4 ESC but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by Region 4 ESC in connection with the Scope of Work in place which is completed as of the date of termination by Region 4 ESC and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

Region 4 ESC highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. “During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.



- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

#### 4. Davis Bacon Act and Copeland Anti-Kickback Act.

- (1) Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- (2) 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- (3) 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.
- (4) 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.
- (5) In contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. Part 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 Copeland Anti-Kickback 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 FEMA.

- (6) The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act."** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. Contract Work Hours and Safety Standards Act.

- (1) Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- (2) Where applicable (see 40 U.S.C. § 3701), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- (3) Under 40 U.S.C. § 3702, 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 workweek.
- (4) 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.

- (5) The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

- (1) Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of "funding agreement."

- (2) If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity 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 non-Federal entity must comply with the requirements of 37 C.F.R. Part 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 FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.
  - (3) The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

- (1) The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

"Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the

state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

#### 8. Debarment and Suspension.

- (1) Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- (2) Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).
- (3) These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- (4) In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- (5) Specifically, a covered transaction includes the following contracts for goods or services:
  - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
  - (2) The contract requires the approval of FEMA, regardless of amount.
  - (3) The contract is for federally required audit services.
  - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier shall also 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 recipient."

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Konica Minolta Business Solutions U.S.A Inc, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

  
\_\_\_\_\_  
Signature of Contractor's Authorized Official

Jack Dixon, Government Contracts Manager  
\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

November 15, 2019  
\_\_\_\_\_  
Date

## 10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. 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, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 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 by 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.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

## 11. Additional FEMA Requirements.

- a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:
- b. Changes.

To be eligible for FEMA assistance under the non-Federal entity’s FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.



c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

“Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags:  
“The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.”

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

**Offeror agrees to comply with all terms and conditions outlined in the Special Conditions section of this solicitation.**

Offeror's Name: Konica Minolta Business Solutions U.S.A., Inc.

Address, City, State, and Zip Code: 1595 Springhill Rd Suite 410  
Vienna, VA 22182

Phone Number: 703-760-3584 Fax Number: 703-506-1257

Printed Name and Title of Authorized  
Representative: Jack Dixon, Government Contract Manager

Email Address: jack.dixon@kmbs.konicaminolta.us

 Date: November 15, 2019  
Signature of Authorized Representative

## 1. Diversity Programs

- Do you currently have a diversity program or any diversity partners that you do business with? (If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

Konica Minolta has partnerships in place with companies who have attained various diversity business certifications across the country. Konica Minolta has developed two programs which have outreach to these valued business communities. First, there is the Vendor diversity program. This program seeks to use small, woman and minority businesses as suppliers to Konica Minolta for our day to day business needs. Second, there is the Konica Minolta Strategic Alliance program. This program 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.

Konica Minolta collaborates with numerous diversity businesses and certifications vary by Partner and State.

## QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

### 1. Diversity Programs

- Do you currently have a diversity program or any diversity partners that you do business with? Yes No  
*(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)*

### 2. Diverse Vendor Certification Participation

Region 4 ESC encourages the use of under-utilized businesses (HUB), minority and women business enterprises (MWBE), and small and/or disadvantages business enterprises (SBE) both as prime and subcontractors. Offerors shall indicate below whether or not they and/or any of their subcontractors (and if so which) hold certification in any of the classified areas and include proof of such certification with their response.

#### a. Minority Women Business Enterprise

Respondent certifies that this firm is an MWBE Yes No

List certifying agency: Varies by Partner and State

#### b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Respondent certifies that this firm is a SBE or DBE Yes No

List certifying agency: Varies by Partner and State

#### c. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is a HUB Yes No

List certifying agency: Varies by Partner and State

#### d. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is a HUBZone Yes No

List certifying agency: Varies by Partner and State

#### e. Other

Respondent certifies that this firm is a recognized diversity certificate holder Yes No

List certifying agency: Varies by Partner and State

3. Has Offeror made and is Offeror committed to continuing to take all affirmative steps set forth in 2 CFR 200.321 as it relates to the scope of work outlined in this solicitation? Yes No

# Introducing the **ONE** GUARANTEE That Puts the Customer First.



KONICA MINOLTA

## CUSTOMER **ONE** GUARANTEE

We believe the best customer experience comes from not only how our products perform and how easy they are to use, but also from giving our customers the peace of mind to know that our MFPs (Multifunction Products) are backed by one of the best guarantees in the industry. So when your new Konica Minolta branded MFP arrives, you'll know you are getting the latest technology, superior service and support, and a guarantee **direct from the manufacturer.**

### **“It Works or It Walks”**

We are so confident in the quality of our products that we guarantee your Konica Minolta branded MFP will (1) meet factory specifications and (2) be compatible with your network, or we'll replace it with an equivalent model:

- First two years: replacement will be a **brand new MFP**
- After two years: replacement may be new or refurbished
- **Plus**, Konica Minolta will also provide a \$1,000 rebate towards your next Konica Minolta branded MFP leased through Konica Minolta Premier Finance (KMPF) as a way to say “we're sorry for the inconvenience.”

### **We've Got You Covered**

The best customer experience is one that avoids problems altogether, which is why we've established remote monitoring and a rapid response process in conjunction with your local sales representative.

- Our Solutions & Support team will proactively monitor our installed MFP's performance, looking to identify potential issues before they become problems for our customers.
- Should a problem arise, our technical support, local service manager and advanced diagnostics team members are all empowered to authorize a replacement, allowing for a fast and easy resolution.

To learn more about the Konica Minolta **Customer One Guarantee**, contact your local sales representative.



## Terms & Conditions

- Equipment must be under continuous maintenance coverage from the date of installation.
  - *Genuine Konica Minolta parts and consumables must be used and maintenance procedures must be performed according to published schedules.*
  - *Improper use, electrical power, customer abuse and/or negligence and acts of God are not covered under this program.*
- Equipment Replacement Guarantee
  - *If Konica Minolta or its authorized dealer is unable to service a Konica Minolta product in the customer's office, a loaner will be provided at no charge while in-shop repairs are performed.*
  - *If within the first two years after installation the equipment cannot be repaired to meet factory specifications, we will replace it with a brand new equivalent model.*
  - *After the first two years, if the equipment cannot be brought to original specification, we will replace it with an equivalent model that may be new or refurbished.*
  - *If the equipment is replaced, the customer will receive a \$1,000 rebate\* towards the lease of a new Konica Minolta branded MFP, provided the new equipment is leased through KMPF.*
- Published Specifications include those listed on official Konica Minolta product literature for that model.
- Except as provided herein, Konica Minolta makes no other warranties whatsoever, expressed or implied, with regard to the products purchased, leased or rented by customer, the service, the software included with the product or its installation and maintenance and expressly excludes all other warranties including the implied warranties of merchantability and fitness for a particular purpose.
- Customer's exclusive remedy shall be replacement or repair of the product or non-conforming parts at the option of Konica Minolta as provided in this Customer One Guarantee. Neither Konica Minolta or its dealer shall be liable for any damages, including but not limited to damages due to loss of data or information of any kind, loss of or damages to revenue, profits or goodwill, damages due to any interruption of business, damage to customer's computers or networks, even if advised of the possibility of such damages. Customer expressly waives its rights to special, consequential, exemplary, incidental or punitive damages or monetary damages of any kind.
- Products purchased or installed over 5-years from Konica Minolta invoice date are not eligible for Customer One claims.
- Konica Minolta reserves the right to accept or deny Customer One claims based on product life attained and / or total copies on product(s).
- Customer One Guarantee only applies to the lease or purchase of **new** Konica Minolta branded equipment.
- Customer One Guarantee excludes desktop printers which has a standard warranty.

## Network Environment

- The guarantee specifies that the network environment, including PC's and other access devices, remains the same as it was when the MFP was installed. Konica Minolta cannot guarantee the functionality of the MFP after customer network upgrades, software version & peripheral changes or the addition of non-approved 3rd party software. In this case, Konica Minolta will make every effort to work with you to ensure your MFP can function in the new environment up to and including requesting and implementing approved specification changes to the Konica Minolta firmware in order to function after the changes are completed.

\*Rebate must be used within 36 months from date of equipment replacement.

KONICA MINOLTA



## Master Installment Payment Agreement

This Master Installment Payment Agreement ("MIPA"), dated as of \_\_\_\_\_, by and between \_\_\_\_\_ ("Payee"), a \_\_\_\_\_ corporation, with a principal place of business at \_\_\_\_\_, and ("Obligor"), with a principal place of business at \_\_\_\_\_.

### TERMS & CONDITIONS

**1. MIPA AND SCHEDULE(S).** Obligor hereby agrees to pay to Payee, subject to the terms and conditions of this MIPA and each Master Installment Payment Agreement Schedule executed by Payee and Obligor from time to time (individually, a "Schedule") for the software products (the "Licensed Software") and/or services (the "Services"), including maintenance, consulting and other services, identified in each Schedule. Each Schedule shall constitute a separate and independent payment agreement and contractual obligation of Obligor, and shall incorporate the terms and conditions of this MIPA. In the event of a conflict between the terms and conditions of this MIPA and a Schedule, the terms and conditions of the Schedule shall control, and in the event of a conflict between the terms and conditions of this MIPA and/or any Schedule and the Software Agreement (defined in Section 8), the terms and conditions of this MIPA and/or Schedule, as applicable, shall prevail. Upon the execution of a Schedule by Obligor, Payee shall pay the licensor of the Licensed Software ("Licensor"), or its designee, all amounts owing to Licensor under the Software Agreement (defined below) identified in the Schedule.

**2. PAYMENT OBLIGATIONS.** All Installment Payments ("Installment Payments") and other payments and amounts (individually, "Payment", and collectively, "Payments") under each Schedule shall be made to Payee at its address shown above, or such to other payee or at such other address as Payee (or any Assignee (defined below)) may designate, in the amounts and on the dates set forth in each Schedule, in immediately available funds in such coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts. OBLIGOR'S OBLIGATION TO PAY ALL INSTALLMENT PAYMENTS AND OTHER PAYMENTS UNDER EACH SCHEDULE SHALL BE ABSOLUTE, UNCONDITIONAL AND NONREFUNDABLE, AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, REDUCTION, SETOFF, DEFENSE, CLAIM, COUNTERCLAIM, INTERRUPTION, DEFERMENT OR RECOUPMENT, FOR ANY REASON WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY CLAIM THAT LICENSOR FAILED TO PERFORM, OR HAS BREACHED ANY OF ITS REPRESENTATIONS OR WARRANTIES OR COVENANTS, UNDER THE SOFTWARE AGREEMENT OR THE EXPIRATION, REVOCATION OR TERMINATION IN WHOLE OR IN PART OF THE SOFTWARE AGREEMENT FOR ANY REASON OR ANY LICENSE OR THE LICENSES GRANTED UNDER THE SOFTWARE AGREEMENT AND/OR ANY RELATED MAINTENANCE, SUPPORT AND/OR OTHER SERVICES AGREEMENT HAVE BEEN REVOKED OR OTHERWISE TERMINATED FOR ANY REASON. Accordingly, in the event of any breach or default under the Software Agreement, Obligor's sole remedy shall be against the Licensor under the Software Agreement. Obligor acknowledges and agrees that the License fee(s) ("License Fee") specified in Software Agreement was fully earned by Licensor when the Licensed Software was delivered and that the fee for Services ("Service Fee"), if any, specified in Software Agreement will be fully earned in advance on the applicable payment due date set forth in the ; provided, however, that Obligor may still pursue any warranty claims against Licensor (but not against Payee or any Assignee (defined below)) in accordance with the terms and conditions of the Software Agreement. Obligor hereby assumes liability for, and shall pay when due, and on a net after-tax basis shall indemnify and defend Payee, and, as applicable, any Assignee, against, all import, warehouse and other fees, sales, use, property, value added, withholding and other taxes and governmental charges (including, without limitation, customs and other duties and interest and penalties) of any nature imposed upon or in any way relating to Payee, Assignee, Obligor, any Licensed Software, any Services, and/or the Software Agreement (including without limitation the purchase, licensing, ownership, shipment, transportation, delivery, installation, leasing, possession, use, operation, storage and return of such Licensed Software and the purchase and use of the Services) or any Schedule, except state, local or Federal taxes on or measured by Payee's and any Assignee, as applicable, net income (collectively, "Taxes"). If any Payment due under a Schedule is not received within 45 days of the due date thereof, Obligor agrees to pay a late charge on such overdue amount (calculated from the due date to and including the date of payment in full) as set forth in such Schedule. Obligor may prepay Payments under a Schedule at any time without penalty or fee, but shall not be entitled to a discount or rebate therefor. The Installment Payments are based on like term SWAP interest rates as published in the ICE Report Center daily update referencing USD Rates 1100 (<https://www.theice.com/marketdata/reports/180>). Unless Payee has provided Obligor with a written commitment to the contrary, Obligor hereby authorizes Payee to adjust the Installment Payments, on or before the date on which Payee accepts this Agreement, in accordance with any change in the like term SWAP rate, to preserve Payee's implicit finance rate as of the date Payee quoted the Installment Payment or finance rate, as applicable.

**3. REPRESENTATIONS, WARRANTIES AND COVENANTS.** Obligor represents and warrants to Payee, and any Assignee, as applicable, on the date hereof and on the date of each Schedule, that (a) the Obligor is, as applicable, a corporation, partnership, limited liability company or proprietorship duly organized, validly existing and in good standing under the applicable laws of its jurisdiction of organization; (b) this MIPA and the Schedule are genuine, legal, valid and binding obligations of Obligor, enforceable against Obligor in accordance with their terms, subject to applicable bankruptcy and other similar laws affecting creditor's rights generally, and the execution, delivery and performance of the MIPA and, as applicable, the Schedule, will not violate or create a default under any law (including any applicable usury law, regulation, judgment, order, instrument, agreement or charter document binding on Obligor or its property; (c) this MIPA and, as applicable, the Schedule have been duly authorized, executed, and delivered by Obligor; (d) the individual or individuals executing this MIPA and, as applicable, the Schedule have the authority to bind Obligor to this MIPA and, as applicable, the Schedule and (e) any and all financial information furnished to Payee, and any Assignee, as applicable, by



Obligor is and will be true and correct in all material respects and prepared in accordance with generally accepted accounting principles. Obligor acknowledges that (a) it has independently ordered the Licensed Software and Services, if any, from Licensor based on its own judgment, and expressly disclaims any reliance upon statements made to Obligor by Payee or any Assignee, if any, with respect to such Licensed Software and, if any, Services; and (b) this MIPA and, as applicable, each Schedule are separate and distinct from the Software Agreement with Licensor, and the terms and conditions of such Software Agreement are not incorporated into nor made a part hereof.

**4. DEFAULT.** Each of the following events shall constitute an "Event of Default": (i) Obligor fails to pay all or any portion of any Payment amounts payable under any Schedule within 45 days of when due and within thirty (30) days following receipt by Obligor of a written notice from Payee, or Assignee, as applicable, of such failure; (ii) any representation or warranty made by Obligor or any guarantor of Obligor's obligations under any Schedule ("Guarantor") proves to be false in any material respect when made; (iii) a material breach by Obligor of any provision of this MIPA or any Schedule (other than a breach covered by (i) above) where Obligor fails to correct such breach within thirty (30) days of its receipt of written notice thereof; (iv) an event of default occurs and is continuing under any other related agreement, including, without limitation, the Software Agreement, after the giving of any required notice and the expiration of any applicable cure period; (v) Obligor or any

Guarantor or any material subsidiary of Obligor or Guarantor ("Subsidiary") shall be in default with respect to any other agreement with Payee or any other obligation for the payment of borrowed money or rent; or (vi) Obligor, any Guarantor or any Subsidiary shall commit an act of bankruptcy or become or be adjudicated insolvent or bankrupt or make an assignment for the benefit of creditors or become unable or admit in writing its inability to pay its debts as they become due, or a trustee receiver or liquidator shall be appointed for Obligor, any Guarantor or any Subsidiary, or for a substantial part of its property, with or without its consent, or bankruptcy, arrangement, reorganization, composition, readjustment, liquidation, insolvency, dissolution or similar proceedings under any present or future statute, law or regulation shall be instituted by or against Obligor, any Guarantor or any Subsidiary, or Obligor, any Guarantor or any Subsidiary shall file an answer admitting the material allegations of a petition filed against it in any such proceeding, or Obligor, any Guarantor or any Subsidiary shall cease doing business as a going concern, or Obligor, any Guarantor or any Subsidiary shall, without Payee's prior consent, sell, transfer, pledge or otherwise dispose of all or any substantial part of its assets, or consolidate or merge with any other entity. In addition to all other rights and remedies as provided for herein, upon an Event of Default, Payee shall have the right to terminate or cause the termination of all licenses for the Licensed Software with respect to one or more Schedules and shall also have the right to terminate or cause the termination of related support or other services provided under or in connection with such Licensed Software.

**5. RIGHTS AND REMEDIES.** If an Event of Default has occurred and is continuing, then Payee may (at its option and without notice to Obligor or any other person (except as otherwise provided in Section 4): (a) require the outstanding balance of any or all Schedule Installment Payments and any other Schedule Payment amounts immediately due and payable (including, without limitation accrued but unpaid interest) of any or all Schedules, **plus** the present value discounted to the date of the default at the lesser of (a) per annum interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining Payment term, all as reasonably determined by US, or (b) 3% per annum, of the remaining unpaid balance of the Installment Payments and other Payments to become due to become immediately due and payable by Obligor; and (b) cause Licensor to terminate all of Obligor's rights to use any or all of the Licensed Software or any or all Services; and (c) pursue any rights or remedies available at law or in equity. In the event Payee, or any Assignee, as applicable, shall institute any action for the enforcement of the collection of all or any portion of the Installment Payments or any other indebtedness under any Schedule or to protect, preserve or enforce its rights, there shall be immediately due from Obligor, in addition to the amounts due above, all costs and expenses of such action, including, without limitation, attorneys' fees and expenses. No failure or delay on the part of Payee, or any Assignee, as applicable, to exercise any right or remedy hereunder shall operate as a waiver thereof of such right or of any other right under this MIPA or any Schedule or under any other document or instrument executed or delivered in connection with this MIPA or any Schedule. All remedies are cumulative and not exclusive. Except as expressly provided herein, Obligor hereby waives grace, demand, presentment for payment, notice of non-payment, protest and notice of dishonor or default, notice of intent to accelerate, notice of acceleration and diligence in collecting and bringing of lawsuit and/or other enforcement action. To the extent permitted by law, Obligor agrees that neither Payee nor any Assignee nor Licensor shall be required to license, lease, transfer or use any Licensed Software in mitigation of any damages resulting from Obligor's default. Notwithstanding any other provisions of this MIPA or any Schedule or any document or instrument executed or delivered in connection with this MIPA or any Schedule, interest, fees and the like shall not exceed the maximum rate permitted by applicable law.

**6. NOTICES.** Each notice or other communication required or permitted to be given or delivered hereunder or under any Schedule shall be in writing and shall become effective when delivered, or if mailed, when deposited in the United States mail with proper postage prepaid for registered or certified mail, return receipt requested and addressed to such other party at the address set forth herein or, if such holder is not Payee, at the last address designated by Payee or such holder to Obligor.

**7. GOVERNING LAW.** This MIPA and each Schedule shall be governed in all respects by and construed in accordance with the laws of the State of Payee, without regard to its conflict of law principles. Any action against Obligor concerning this MIPA and/or any Schedule and the indebtedness evidenced hereby and thereby may be brought in any court of competent jurisdiction located in the State of Payee and Obligor hereby accepts the nonexclusive jurisdiction of any such court and waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such

action. EACH OF THE PARTIES HERETO HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION

OR PROCEEDING ARISING OUT OF OR IN ANY MANNER RELATING TO THIS MIPA AND EACH SCHEDULE.

**8. MISCELLANEOUS.** This MIPA and each Schedule shall constitute the complete and exclusive agreement of Obligor and Payee with respect to the payment of the amounts owing hereunder and thereunder and supersedes all prior oral or written understandings, including, without limitation any inconsistent terms set forth in the Software Agreement. No term or provision of this MIPA or any Schedule may be amended, waived, discharged, or terminated except by a written instrument signed by Obligor and Payee, or, as applicable, Assignee thereof. If any term, provision, covenant or restriction of this MIPA or any Schedule is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this MIPA or Schedule, as applicable, will remain in full force and effect and in no way will be affected, impaired or invalidated. Each Schedule has been entered into in connection with a Software License, Services and Maintenance Agreement (as amended, extended or replaced from time to time, each a "Software Agreement") between Obligor and Licensor. The terms of the Software Agreement remain unchanged and in full force and effect, except as otherwise provided for herein. In the event that Licensed Software from Licensor does not perform as warranted or in the event of any other dispute or default under the Software Agreement, Obligor shall be entitled to pursue against the Licensor all of Obligor's rights and remedies arising under the Software Agreement, and nothing in this MIPA or any Schedule shall diminish or waive any rights and remedies which Obligor may have against Licensor under the Software Agreement. All obligations under this MIPA and each Schedule shall survive any termination of the licenses and Services relating to the Licensed Software. The undersigned Obligor hereby acknowledges and agrees that Payee and any Assignee may sell, grant a security interest in, transfer, assign or otherwise transfer (collectively "Transfer"), in whole or in part, this MIPA, one or more Schedules, or any of its interests, rights or obligations with respect thereto, including without limitation any or all Installment Payments and other sums due or to become due under any Schedule, to such third party as Payee or such Assignee, as applicable, in its discretion may select (each Payee transferee or assignee, together with any subsequent transferees or assignees, herein referred to as "Assignee") without notice to or consent from Obligor. Each Assignee shall have, to the extent provided in any Transfer document, Payee's rights, powers, privileges and remedies with respect thereto, but shall not be obligated to Obligor to observe or perform any duty, covenant or condition required to be observed or performed by Payee or Licensor. No Transfer shall relieve Payee from any of its obligations to Obligor. OBLIGOR SHALL NOT ASSERT AGAINST ASSIGNEE ANY CLAIMS, DEFENSE, COUNTERCLAIM OR SETOFF THAT OBLIGOR MAY AT ANY TIME HAVE AGAINST PAYEE OR LICENSOR. OBLIGOR WAIVES ALL RIGHTS TO MAKE ANY CLAIM AGAINST ASSIGNEE FOR ANY LOSS OR DAMAGE TO THE LICENSED SOFTWARE OR BREACH OF ANY WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING BUT NOT LIMITED TO THE LICENSED SOFTWARE AND SERVICE PERFORMANCE, FUNCTIONALITY, FEATURES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSS OF BUSINESS. Obligor shall pay Payee, or Assignee, as applicable, all amounts due and payable under this MIPA and each Schedule, as applicable, but shall pursue any claims under any Software Agreement against only Licensor. Obligor agrees that, upon receipt of notice from Payee, or Assignee, as applicable, (i) it shall be bound by such Transfer, (ii) Payments shall be made to Assignee, (iii) Obligor shall promptly comply with, and (if requested) acknowledge in writing, such instructions, (iv) Assignee shall have and be entitled to exercise any and all rights and remedies of Payee hereunder, and (v) all references herein to Payee shall include Assignee; provided, however, Assignee, unless otherwise provided for in a notice from Payee, may not exercise any Right and/or Remedies set forth in Section 5 hereof and incorporated in a Schedule, as to any Schedule that has not been transferred to Assignee. Unless an Event of Default has occurred and is continuing, neither Payee nor its Assignees will interfere with Obligor's quiet enjoyment or use of the Licensed Software in accordance with the Software Agreement's terms and conditions. Obligor shall not sublicense or otherwise, relinquish possession or control of, or assign, pledge, hypothecate or otherwise transfer, dispose of or encumber, any Licensed Software, any Services, this MIPA or any Schedule or any part thereof or interest therein, or any right or obligation with respect thereto or cause or suffer to exist any lien, claim or encumbrance upon this MIPA or any Schedule or License Software. PAYEE AND ASSIGNEE, IF ANY, MAKE NO WARRANTIES EXPRESS, OR IMPLIED OR STATUTORY, CONCERNING THE LICENSED SOFTWARE OR SERVICES COVERED BY THE SOFTWARE AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY OR OF THE DESIGN OR CONDITION OF THE LICENSED SOFTWARE, ITS DURABILITY, OR NON-INFRINGEMENT, THE QUALITY OF THE SERVICES OR THE MATERIAL OR WORKMANSHIP OF THE LICENSED SOFTWARE, OR THE CONFORMITY OF THE LICENSED SOFTWARE OR SERVICES TO THE PROVISIONS OR SPECIFICATIONS OF ANY PURCHASE ORDER RELATING THERETO, AND PAYEE HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES. OBLIGOR HEREBY WAIVES ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT OR ABSOLUTE LIABILITY IN TORT) THAT IT MAY HAVE AGAINST PAYEE OR ASSIGNEE, IF ANY, FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE) OR EXPENSE CAUSED BY THE LICENSED SOFTWARE OR ANY SERVICES COVERED BY THE SOFTWARE AGREEMENT, EVEN IF PAYEE OR ASSIGNEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST. OBLIGOR ACKNOWLEDGES THAT PAYEE AND/OR ASSIGNEE DID NOT (i) SELECT, MANUFACTURE, DISTRIBUTE OR LICENSE THE LICENSED SOFTWARE COVERED BY THE SOFTWARE AGREEMENT, NOR (ii) SELECT NOR PROVIDE OR AGREE TO PROVIDE THE SERVICES THEREUNDER AND THE OBLIGOR HAS MADE THE SELECTION OF SUCH SOFTWARE AND SERVICES BASED UPON ITS OWN JUDGMENT AND EXPRESSLY

DISCLAIMS ANY RELIANCE ON STATEMENTS MADE BY ASSIGNEE OR ITS AGENTS. The parties hereto agree that, on demand of the other party, each shall execute and deliver any instrument, furnish any information or perform any other act reasonably necessary or convenient to carry out the provisions of this MIPA and/or any Schedule.

**9. FACSIMILE DOCUMENTATION.** It is agreed that a facsimile copy of the MIPA and Schedule(s) with facsimile signatures may be treated as original(s) and will be admissible as evidence.

This MASTER INSTALLMENT PAYMENT AGREEMENT SCHEDULE ("Schedule") is entered into as of , pursuant to that certain Master Installment Payment Agreement dated as of ("Agreement") between De Lage Landen Financial Services, Inc. ("Payee") and ("Obligor"). Upon acceptance of this Schedule, Payee shall remit the fees as provided in section 2 herein.

**1. Description**

**2. (a)** Interim Fees shall be due and payable on the date specified in Payee's invoice(s) therefor and shall be computed by dividing one Installment Payment by thirty (30) and multiplying the result by the number of days from and including the date of Obligor's delivery and acceptance of the Licensed Software and Services to the commencement date hereof.

**(b) LICENSE FEES:**

Paid To \$

Paid To \$

**SERVICE FEES:**

Paid To \$

Paid To \$

**3. INSTALLMENT PAYMENTS:**

Commencing:

Total Amount Due: \$

**4. PAYMENT INFORMATION:** Installment Payments shall be made to: De Lage Landen Financial Services, Inc. ("Payee") at 1111 Old Eagle School Road, Wayne, Pennsylvania 19087, or to such other address or payee as Payee shall notify Obligor. The late charge for amounts not paid when due shall be 18% per annum, or the maximum interest rate permitted by law, whichever is lower.

**5. TERMS OF SCHEDULE:** Obligor and Payee agree that this Schedule shall constitute a payment obligation for the purchase of the Licensed Software and Services described in Section 1 above subject to the terms and conditions of this Schedule and of the Agreement, the terms and conditions of which are hereby incorporated by reference in this Schedule and made a part hereof to the same extent as if such terms and conditions were set forth in full herein. Capitalized terms used in this Schedule and not otherwise defined herein shall have the meanings set forth in the Agreement.

**6. DELIVERY AND ACCEPTANCE:** Obligor certifies that the Licensed Software and Services as described herein have been delivered and received by Obligor.

**7. FACSIMILE DOCUMENTATION:** It is agreed that a facsimile copy of this Schedule with facsimile signatures may be treated as an original and will be admissible as evidence.



Region 4 ESC RFP #19-11

Agreement Between Konica Minolta Business Solutions U.S.A., Inc. and:

Table with customer information including Customer, Address, City, State, ZIP, Invoice Address, and Customer Email.

Monthly Printer Pricing

Table with printer pricing columns: Device Description, CPP Pricing, CPP Print Allowance (Volume), Flat Rate (Price Per Device), No. of Devices (Quantity), and Base Fee (Price). Includes a total monthly base cost upon contract signing row.

Table with agreement terms including Agreement Effective Date, Term, P.O. Number (if Required), and PO Expiration Date.

For additional pricing, use separate attachment. For initial device inventory, see fleet report detail.

Covered Sites – KMBS will provide services on supported products at the listed sites:

Table for covered sites with columns for Address, City, State, ZIP, Service/Supply Contact, Subnet In, Subnet Out, Email, and Phone.

For larger lists of covered sites, use separate document (Excel, Word, etc.) and attach.



**Supported Equipment** – Supported equipment inventory list is provided in Attachment Schedule A (Consult App-generated Asset Listing) or the supported equipment list below. If additional space is required, please complete a 'KMBS Site Agreement Schedule B'. KMBS will provide services on the products/models specified in Schedule A and/or B.

Device Type	Make	Model	Serial No.	Special Consideration

**Customer Approval:** Customer's signature below acknowledges Customer's consent to 'KMBS Standard Maintenance Terms and Conditions – Schedule A (Updated September 1, 2015)', available in hardcopy upon request or online at <http://kmbs.konicaminolta.us/MaintenanceTerms-M93C>, terms of which are incorporated into this agreement. Customer agrees to provide resources required by KMBS to fulfill the contracted services including physical space, network access and qualified personnel to assist where needed. Coverage listed on this agreement is contingent on acceptance by Konica Minolta Business Solutions U.S.A., Inc.

**Comments**

**Customer Approval – please sign below**

<b>Name</b>	
<b>Signature</b>	
<b>Title</b>	
<b>Date</b>	

**KMBS Sales Executive – please sign below**      **KMBS Management Approval – please sign below**

<b>Name</b>		<b>Name</b>	
<b>Signature</b>		<b>Signature</b>	
<b>KMBS Employee ID</b>		<b>Title</b>	
<b>Date</b>		<b>Date</b>	

Footnotes: 1. Please review program documentation for full details and limitations. 2. KMBS standard offering is monthly flat rate or CPP base with quarterly overage billing where applicable. Pricing is for the first twelve months of the term. 3. The Zebra Printer flat rate program is for service/support and excludes papers, labels, and thermal print heads.

**KMBS Region 4 ESC RFP #19-11**  
**Terms and Conditions (Dated June 1, 2017)**

The following terms and conditions apply to the provision of services by Konica Minolta Business Solutions U.S.A., Inc. (KMBS) to the Customer during the term of this Agreement.

**Equipment Services**

**100. Site Environment:** Customer shall be responsible to ensure that Equipment is placed in a location that meets manufacturer's requirements (available on the KMBS website) including space, power, network, temperature and humidity. Electrical power must meet voltage, amperage and electrical noise level requirements. KMBS personnel will be granted reasonable and safe access to perform services when required.

**101. Color Calibration and Management:** Routine and periodic color calibration and management of production color print profiles is not covered by this Agreement.

**Supplies and Consumables**

**200. Consumable Supplies:** KMBS will provide toner for covered Equipment on an as needed basis. Consumable supplies do not include staples or paper. Wide format equipment may have other coverage options and/or exclusions. The consumable supplies provided are the property of KMBS until they are consumed and are intended to be used exclusively in the covered Equipment. Customer bears the risk of loss of unused supplies in the event of theft, employee misconduct, fire or other mishap.

**201. Expected Yield:** Pricing under this Agreement is based on published and commercially reasonable expectations of supply and consumables consumption. At its discretion, KMBS may perform an audit of supply/consumables consumption and Equipment usage data to determine consumption levels. In the event the actual consumption levels exceed the levels used to determine contract pricing by more than 20%, KMBS shall have the right to invoice for the excess consumption.

**202. Supply Source:** Genuine Konica Minolta supplies will be used under this Agreement for Konica Minolta Equipment. For non-Konica Minolta products KMBS will provide fully compatible toner and print cartridges for use in covered Equipment.

**203. Auto Supply Delivery:** If services are provided as part of a managed services agreement, KMBS requires a designated Customer contact(s) to confirm supply shipments via email and maintain delivery address information via [MyKMBS.com](http://MyKMBS.com) or other agreed methodology.

**Software and Maintenance**

**300. Licenses:** KMBS hereby grants the Customer the non-exclusive, non-transferable right to install, and use the software

**301. License Reactivation:** Customer is responsible to safeguard software license keys. KMBS may charge a reactivation fee in the event license keys need to be regenerated.

**302. Site Environment:** Customer shall be responsible to insure that software is installed in an environment that meets manufacturer's requirements including operation system level, disk space, power, network, temperature and humidity.

**303. Data Backups and restoration:** Customer is responsible to manage server data backups. KMBS recommends adherence to industry best practices for backup procedures. In the event of a catastrophic data loss, the Customer is expected to restore the environment and data to prior state.

**304. Access:** Customer shall provide KMBS personnel with access to the servers and/or Equipment where the software is installed. Customer shall arrange and ensure that one of its employees or designated agents are present at all times when KMBS is performing maintenance and support services.

**305. Solutions warranty:** KMBS makes no warranty regarding the fitness of software that may or may not have been executed in conjunction with this Agreement for any particular use. If any 3<sup>rd</sup> party software or services are included at the time of sale, those warranties would be covered under the 3<sup>rd</sup> party end user license agreement or the master agreement between the 3<sup>rd</sup> party and KMBS.

**306. Solution Integration:** Solution integration with print output devices covered under this or another agreement may be affected by existing Customer software, configuration changes or other network environment issues. KMBS reserves the right to assess additional charges to resolve complex integration issues, including situations where the solution was initially provided by KMBS.

**307. Term:** Coverage for both level 0 (Software maintenance) and level 1 (Helpdesk support) begin at time of installation of software at Customer's location. Level 1 support is only available when level 0 supports are in effect.

**Software Maintenance (Level 0) and Helpdesk (Level 1)**

**400. Software Maintenance (Level 0):** If this option is selected, the Customer is entitled support as defined in the 'Patches and Updates' sections.

**401. Patches and Updates:** Customer is eligible to receive periodic maintenance patches, hot-fixes and updates for licensed software covered under maintenance. Excluded are full version upgrades (i.e. v1.2 to v2.0) and the installation services required to install patches, hot-fixes and updates.

**402. Access to patches and updates:** Customer will be provided access to a website operated by KMBS or 3<sup>rd</sup> party supplier where patches and updates are accessible for download.

**403. Start of service:** Start of service rules may vary by OEM, software activation is expected within 30 days of purchase or install whichever comes first.

**404. Current version:** Customer is required to keep software and OS at the latest recommended version levels. Failure to perform recommended updates may result in suspension and/or termination of services under this Agreement.

405. **Solutions Helpdesk Support (Level 1):** If this option is selected, expert helpdesk support is available to the Customer to assist with covered software solutions including, PageScope Enterprise, Print Groove, Dispatcher Pro and select 3<sup>rd</sup> party solutions. Included are helpdesk services related to end-user support, baseline workflows, features and administrative functions involved in the operation of the software and workflows. Customer participation is required for remote and/or on-site support.

#### Professional Services, Solutions and Network

500. **Initial Assessment:** Customer agrees to provide or assist in gathering network configuration details needed by KMBS to perform contracted services.

501. **Basic Network Services (BNS):** BNS, where offered, covers common network integration in a MS Windows<sup>TM</sup> centric environment with typical network schema and print/scanning requirements. KMBS reserves the right to assess additional fees depending on the extent of the network integration requirements needed.

502. **Technical Pilot:** When required Customer agrees to participate in a technical pilot where software installation, configuration, use cases and integration requirements are determined. Customer also agrees to participate in testing of the system(s).

503. **Solution Baseline:** Solution baseline is defined as the operating level and configurations agreed to by Customer and KMBS upon completion of the technical pilot and testing.

504. **Enhancements:** Enhancements and professional services beyond the baseline capabilities of the solution are available at an additional charge.

505. **Customer Data:** KMBS shall not be liable for any claims, damages and cost relating to loss of data or disclosure of data due

to acts or omissions of Customer or its employees, end-user errors or release of administrator password.

506. **Hard Drive Security:** If 'bizhub SECURE' or a comparable option has been ordered, KMBS will provide advanced security services. These services include real-time, hard-drive encryption (It uses either one-time overwrite or three times overwrite in compliance with U.S. Department of Defense standards) and document data security through disk over-write as well as user mailbox data deletion, HDD encryption, HDD lock and administrative password (according to Customer policy).

508. **Professional Services Projects:** When requested by the Customer, KMBS can provide professional services associated with the enhancement of the Customer's printing, network connectivity, end of life hard drive disposal, fleet management, user experience, production management, job tracking and document environment. Such projects will be quoted and upon approval, performed and billed at prevailing hourly or per-instance rates.

#### Meter and related

600. **Fleet Device Monitoring:** If the Customer agrees to allow KMBS to install and maintain server based software to monitor the printing devices on the Customer network, and the monitoring software cannot reliably operate in the Customer's environment for any reason, KMBS reserves the right to suspend or terminate services under this Agreement.

#### Renewal and Maintenance

700. **Auto Add of Equipment:** Where the use of 'Fleet Device Monitoring' as part of a managed print program has been agreed to, it will be used to detect new devices and add such devices to this Agreement at pre-established price levels. The added device(s) will be covered under the terms of this Agreement. The Customer will be notified via email and may reject the addition of the device(s) by contacting KMBS.





Municipal Authorization

Date:

Reference is made to the lease, loan, rental and/or other financial agreement (the "Finance Agreement") dated \_\_\_\_\_, 20\_\_ between Konica Minolta Premier Finance (herein called "Creditor") and \_\_\_\_\_ (herein called "Obligor") for the financing of \_\_\_\_\_ (equipment description).

The undersigned acknowledge in connection with the negotiation, execution and delivery of the Finance Agreement and other related documents by and between Creditor and Obligor (collectively the "Documents"):

1. The Finance Agreement and set forth above and any Documents executed in connection therein have been duly authorized, executed and delivered by the Lessee and constitutes a valid, legal and binding agreement enforceable in accordance with its terms. Additionally, I do hereby certify on behalf of Obligor, that the individual who signed the Finance Agreement and any related Documents is authorized to execute and deliver such to Creditor.
2. All required Procurement and approval procedures, including but not limited to public bidding procedures regarding the award of the Finance Agreement have been followed by the Lessee and no further approval, consent or withholding of objections is required from any Federal, state or local governmental authority with respect to the entering into or performance by Lessee of the Finance Agreement contemplated hereby.
3. Except as provided in the Finance Agreement or the Documents, Lessee has no authority (statutory or otherwise) to terminate the Finance Agreement prior to the end of its term for any reason other than non-appropriation of funds to pay the Finance Agreements Payments for any fiscal period during the term of the Finance Agreement.

YOU AGREE THAT A FACSIMILE COPY OF THIS DOCUMENT WITH FACSIMILE SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

The undersigned by signing below hereby affirms the statements made above are based upon the undersigned's personal knowledge, and as to those matters, believes the information to be true and correct.

BY:

BY:

Title:

Title:

\_\_\_\_\_  
Signature Date \_\_\_\_\_

\_\_\_\_\_  
Signature Date \_\_\_\_\_

**INCUMBENCY CERTIFICATE**

Re: \_\_\_\_\_ dated as of \_\_\_\_\_,  
20\_\_ (the "Agreement"), between \_\_\_\_\_, as obligor  
("Obligor"), and \_\_\_\_\_, as lender ("Lender")

1. Being a knowledgeable and authorized officer of Obligor, duly elected, qualified and acting [SECRETARY] of the Obligor, and that I have custody of the corporate records of the Obligor, and I hereby certify to Lender that the person(s) who executed the Agreement are legally authorized to do so on behalf of Obligor and that the signatures that appear on the Agreement are genuine.
2. Set forth below are the names and, as applicable, true signatures of individuals ("Officers") who hold the office/title of the Obligor set forth opposite their respective names
3. Each of the Officers set forth below have the requisite power and authority pursuant to the Obligor's by-laws and/or resolutions to enter into the Agreement with Lender on behalf of the Obligor.

NAME	TITLE	SIGNATURE

Additionally, each of the authorized persons named herein may execute any Agreements by the use of such person's electronic signature on any such Agreement. Each of the authorized persons named herein (i) has authorized the use of such person's electronic signature on any Agreement, (ii) has ratified the use of such electronic signature on any Agreement executed and delivered prior to the date hereof in the name and on behalf of the Obligor and to bind the Obligor, and (iii) has confirmed that such Agreements constitutes valid, legal, binding and enforceable obligations of the Obligor. Lender, and any assignee, may rely on the use of any such person's electronic signature on any Agreement without undertaking any independent investigation or inquiry as to the person electronically signing any such Agreement.

Lender is authorized to act and rely on the foregoing until it receives written notice from the Obligor of the revocation or modification thereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his or her hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

OBLIGOR AGREES THAT A FACSIMILE COPY OF THIS DOCUMENT WITH FACSIMILE SIGNATURES AND/OR ELECTRONIC COPY WITH ELECTRONIC SIGNATURE(S) MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW

Signature X: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**(THE INCUMBENCY IS TO BE EXECUTED BY A PERSON OTHER THAN THE SIGNER OF THE AGREEMENT AND RELATED DOCUMENTS. THIS MAY BE A BOARD CLERK/SECRETARY, BOARD MEMBER OR OTHER AUTHORIZED OFFICIAL OR OFFICER.)**

Notification of Assignment to Lessee

[date]

[obligor]  
[address]

Re: \_\_\_\_\_ [Lease] dated as of \_\_\_\_\_ (the "Lease"), by and between Konica Minolta Business Solutions U.S.A., Inc. ("Assignor") and \_\_\_\_\_ ("Lessee")

To Whom It May Concern:

You are hereby notified that Assignor has sold, assigned and transferred to CIT Bank, N.A. ("Assignee") all right, title, interest and obligations of Assignor in, to and under the Lease and the equipment described therein ("Equipment") (the Lease, together with all related documents, are hereinafter collectively referred to as the "Lease Documents").

Assignor gives notice and instructs Lessee that all amounts payable pursuant to the Lease and all notices and other communications given or made by Lessee with respect to the Lease Documents should be sent to Assignor f/b/o CIT Bank, N.A., and forwarded to the following address:

Notices:

Konica Minolta Business Solutions U.S.A., Inc.  
f/b/o CIT Bank, N.A.  
10201 Centurion Pkwy North  
Jacksonville, FL 32256

Payments:

21146 Network Place  
City, state and ZIP code  
Chicago, IL 60673

**KONICA MINOLTA  
BUSINESS SOLUTIONS U.S.A., INC.**  
Assignor

**CIT BANK, N.A.,**  
Assignee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Notification of Assignment to Lessee

[date]

[obligor]  
[address]

Re: \_\_\_\_\_ [Lease] dated as of \_\_\_\_\_ (the "Lease"), by and between Konica Minolta Business Solutions U.S.A., Inc. ("Assignor") and \_\_\_\_\_ ("Lessee")

To Whom It May Concern:

You are hereby notified that Assignor has sold, assigned and transferred to De Lage Landen Financial Services, Inc. ("Assignee") all right, title, interest and obligations of Assignor in, to and under the Lease and the equipment described therein ("Equipment") (the Lease, together with all related documents, are hereinafter collectively referred to as the "Lease Documents").

Assignor gives notice and instructs Lessee that all amounts payable pursuant to the Lease and all notices and other communications given or made by Lessee with respect to the Lease Documents should be sent to Assignor f/b/o De Lage Landen Financial Services, Inc., and forwarded to the following address:

Notices:

Konica Minolta Business Solutions U.S.A., Inc.  
f/b/o De Lage Landen Financial Services, Inc.  
1111 Old Eagle School Road  
Wayne, PA 19087

Payments:

PO Box 41602  
Philadelphia, PA 19101-1602

**KONICA MINOLTA  
BUSINESS SOLUTIONS U.S.A., INC.**

Assignor

**DE LAGE LANDEN  
FINANCIAL SERVICES, INC.**

Assignee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **Leasing Exhibit A**

### **Region 4 Education Service Center Copiers and Printers**

#### **Cooperative Contract #XXXXXXX**

This EXHIBIT (“Exhibit”) to Region 4 Education Service Center (“Region 4 ESC”) Contract XXXXXX (“Agreement”) is effective on the date hereof, by and between Region 4 ESC, OMNIA Partners Public Sector (“OMNIA Partners”) and Konica Minolta Business Solutions U.S.A., Inc. (Vendor).

Vendor was awarded a Contract for Copiers and Printers through XXXX, relating to the provision of services by Vendor to Region 4 ESC and approved state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state’s statutes to use cooperative contracts.

Both the Region 4 ESC and Vendor agree that Vendor and Region 4 ESC desire to incorporate this Exhibit A and the attachments hereto the extent provided hereunder where an Entity elects to lease Equipment from Vendor.

In consideration of the mutual covenants and agreements described in this Exhibit, the parties hereby agree as follows:

#### **1. Direct Lease Execution**

OMNIA Partners eligible agencies, political subdivisions and other entities (including cooperatives) authorized by statute and meeting Vendor’s underwriting criteria may elect to lease Equipment from Vendor by executing and delivering Vendor’s form Master Premier Lease Agreement (Exhibit A-1), and/or Master Premier Software Agreement (Exhibit A-2) (Master Premier Software Agreement shall only apply to Software only orders) and applicable Schedules thereto (“Schedule” as depicted in Exhibits A-4 and A-5), and the related Non Appropriation Rider (Exhibit A-3). Non Appropriation Riders shall not apply to or for any private, non-profit entity. Each Schedule is a separate assignable lease or loan.

#### **2. Lease By Incorporation into Purchase Order Only**

OMNIA Partners eligible agencies, political subdivisions and other entities (including cooperatives) authorized by statute and meeting Vendor’s underwriting criteria may elect to lease Equipment from Vendor by executing and delivering Purchase Orders.

Entities may issue Purchase Orders that incorporate by reference, the Master Premier Lease Agreement, and/or Master Premier Software Agreement (Master Premier Software Agreement shall only apply to Software only orders) and the related Non Appropriation Rider (Non Appropriation Rider shall not apply to or for any private, non-profit entity, and if so incorporated by reference into a Purchase Order, each such Purchase Order will

constitute a Schedule for the purposes of the applicable Master Premier Lease Agreement and/or applicable Master Premier Software Agreement). Each Schedule is a separate assignable lease or loan and, together with such incorporated terms and conditions, the entire between the parties with respect to the subject matter thereof.

The following language is required to appear on the face of each such Purchase Order Issued by the customer:

“This purchase order incorporates the terms and conditions of the Konica Minolta OMNIA Partners Cooperative Contract No. XXXXX, including without limitation those terms and conditions set forth in Exhibits A-1 and A-2 and/or Exhibits A-4 and A-5, as applicable, and Exhibit A-3, if applicable, attached to the such Participating Addendum, copies of which are available at <https://kmbs.konicaminolta.us/kmbs/microsites/naspo140597/detail/OMNIA>. The issuer of this Purchase Order has read and expressly agrees to be bound by such terms and conditions as the controlling terms over any other terms preprinted on, referenced in or incorporated into this purchase order.”

\*\*NOTE, non-profit entities must omit the reference to Exhibit A-3 when preparing their purchase order, as this Exhibit would not apply.\*\*

### 3. Lease Agreement Forms

- a) Master Premier Lease Agreement is incorporated as Exhibit A-1 to the Contract.
- b) Master Premier Software Agreement is incorporated as Exhibit A-2 to the Contract.
- c) Non Appropriation Rider is incorporated as Exhibit A-3 to the Contract.
- d) Schedules are incorporated as Exhibits A-4 and A-5 to the Contract.

Except as amended by this Exhibit, the Agreement shall remain in full force and effect. In the event of any conflict between this Exhibit and the Agreement, this Exhibit shall control.

IN WITNESS WHERE OF, the parties have executed this Agreement as the date hereof.

**Region 4 Education Service Center**

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

By \_\_\_\_\_  
**Authorized Signature Signed**

By \_\_\_\_\_  
**Authorized Signature Signed**

By \_\_\_\_\_  
**Printed Name**

By \_\_\_\_\_  
**Printed Name**

By \_\_\_\_\_  
**Printed Title**

By \_\_\_\_\_  
**Printed Title**





# Master Premier Lease Agreement

APPLICATION NUMBER

AGREEMENT NUMBER

This Master Premier Lease Agreement ("Agreement") is written in "Plain English". The words **you** and **your**, refer to the customer (and its guarantors). The words **Lessor, we, us** and **our**, refer to **Konica Minolta Premier Finance, a program of Konica Minolta Business Solutions U.S.A., Inc., its subsidiaries and affiliates.** (Supplier)

## CUSTOMER INFORMATION

FULL LEGAL NAME		STREET ADDRESS		
CITY	STATE	ZIP	PHONE*	FAX
BILLING NAME (IF DIFFERENT FROM ABOVE)		BILLING STREET ADDRESS		
CITY	STATE	ZIP	E-MAIL	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				

\*By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Lessor and its affiliates and agents. This Express Consent applies to each such telephone number that you provide to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

## SUPPLIER INFORMATION

NAME OF SUPPLIER		STREET ADDRESS		
CITY	STATE	ZIP	PHONE	FAX

## TERMS AND CONDITIONS (THIS AGREEMENT CONTAINS PROVISIONS SET FORTH BELOW, ALL OF WHICH ARE MADE A PART OF THIS AGREEMENT.)

1. LEASE AGREEMENT: You agree to lease from us the personal property as identified in Schedules to this Master Premier Lease Agreement from time to time signed by you and us (such property and any upgrades, replacements, repairs and additions referred to as "Equipment") for business purposes only. You may issue Purchase Orders that incorporate by reference, this Master Premier Lease Agreement and the related Non Appropriation Rider and if so incorporated by reference, each such Purchase Order will constitute a Schedule for the purposes of this Master Premier Lease Agreement. Each Schedule is a separate assignable lease. To the extent the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such property shall be referred to as the "Software". You agree to all of the terms and conditions contained in this Agreement and any Schedule, which together are a complete statement of our Agreement regarding the listed equipment ("Agreement") and supersedes all other writings, communications, understandings, agreements, any purchase order and any solicitation documents and related documents. This Agreement may be modified only by written Agreement and not by course of performance. This Agreement becomes valid upon execution by or for us. The Equipment is deemed accepted by you under the applicable Schedule unless you notify us within three (3) days of delivery that you do not accept the Equipment and specify the defect or malfunction. In that event, at our sole option, we or our designee will replace the defective item of Equipment or this Agreement will be canceled and we or our designee will repossess the Equipment. You agree that, upon our request, you will sign and deliver to us, a delivery and acceptance certificate confirming your acceptance of the Equipment leased to you. This Agreement will continue from the Billing Date for the Term shown.. **THE BASE RENTAL PAYMENT SHALL BE ADJUSTED PROPORTIONATELY UPWARD OR DOWNWARD, IF THE ACTUAL COST OF THE EQUIPMENT EXCEEDS OR IS LESS THAN THE ESTIMATE PROVIDED TO LESSEE.** If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You authorize us to insert or correct missing information on this lease including your proper legal name, serial numbers, other numbers describing the Equipment and other omitted factual matters. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignee or third parties having an economic interest in this Agreement, any Schedule or the Equipment.

2. RENT: Rent will be payable in installments, each in the amount of the Monthly Payment (or other periodic payment) shown plus any applicable sales and/or use tax. If we pay any tax on your behalf, you agree to reimburse us promptly along with a processing fee. Subsequent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period or as otherwise agreed. We will have the right to apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. **Your obligation to make all Monthly Payments (or other periodic payment) hereunder is absolute and unconditional and you cannot withhold or offset against any Monthly Payments (or other periodic payment) for any reason.** You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree cash and cash equivalents are not acceptable forms of payment for this Agreement and that you will not remit such forms of payment to us. **WE BOTH INTEND TO COMPLY WITH ALL APPLICABLE LAWS. IF IT IS DETERMINED THAT YOUR PAYMENTS UNDER THIS AGREEMENT OR UNDER A SCHEDULE RESULT IN AN INTEREST PAYMENT HIGHER THAN ALLOWED BY APPLICABLE LAW, THEN ANY EXCESS INTEREST COLLECTED WILL BE APPLIED TO AMOUNTS THAT ARE LAWFULLY DUE AND OWING UNDER THIS AGREEMENT OR WILL BE REFUNDED TO YOU. IN NO EVENT WILL YOU BE REQUIRED TO PAY ANY AMOUNTS IN EXCESS OF THE LEGAL AMOUNT.**

(Continued on back)

**THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT: THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.**

## LESSOR ACCEPTANCE

Konica Minolta Premier Finance

LESSOR

AUTHORIZED SIGNER

TITLE

DATED

## CUSTOMER ACCEPTANCE

X

FULL LEGAL NAME OF CUSTOMER (as referenced above)

AUTHORIZED SIGNER

DATED

FEDERAL TAX I.D. #

PRINT NAME

TITLE

To help the Government fight the funding of terrorism and money laundering activities, Federal Law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means is, when you open an account, we will ask for your name, address and other information that will allow us to identify you; we may also ask to see identifying documents.

See next page for additional terms and conditions.

**3. OWNERSHIP OF EQUIPMENT:** We are the Owner of the Equipment and have sole title (unless you have a \$1.00 purchase option) to the Equipment (excluding software). You agree to keep the Equipment free and clear of all liens and claims. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory.

**4. WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABILITY. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS".** You acknowledge that none of Supplier or their representatives are our agents and none of them are authorized to modify the terms of this Agreement or on any Schedule. No representation or warranty of Supplier with respect to the Equipment will bind us, nor will any breach thereof relieve you of any of your obligations hereunder. You are aware of the name of the manufacturer or supplier of each item of Equipment and you will contact the manufacturer or supplier for a description of your warranty rights. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, the manufacturer or Supplier of the Equipment. **THIS AGREEMENT AND EACH SCHEDULE CONSTITUTES A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** You agree that any manufacturer or Supplier warranty is a separate and independent obligation of Supplier to you, that no assignee of the Lessor shall have any obligation to you with respect to such warranty and that your obligations under this Agreement are not subject to setoff, withholding, reduction, counterclaim or defense for any reason whatsoever including, without limitation, any claim you may have against Supplier.

**5. LOCATION OF EQUIPMENT:** You will keep and use the Equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the Agreement's term, if you do not purchase the Equipment, you will return the Equipment to a location we specify at your expense, in retail resalable condition (normal wear and tear acceptable), full working order, and in complete repair..

**6. LOSS OR DAMAGE:** You are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid Monthly Payments (or other periodic payments shown) for the full Agreement term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at four percent (4%) per year. Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney in fact to execute in your name any insurance drafts or checks issued due to loss or damage to the Equipment.

**7. COLLATERAL PROTECTION AND INSURANCE:** You are responsible for installing and keeping the Equipment in good working order. Except for ordinary wear and tear, you are responsible for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, you agree to continue to pay the amounts due and to become due hereunder without setoff or defense. You agree to cooperate with us and any insurer in the placement of any coverage and claims thereunder.. During the term of this Agreement, you agree that you will (1) insure the equipment against all loss or damage naming us as loss payee; (2) obtain liability and third party property damage insurance naming us as an additional insured; and (3) deliver satisfactory evidence of such coverage in an amount acceptable to us. All policies must provide that we be given thirty (30) days written notice of cancellation. If you do not provide evidence of acceptable insurance, we have the right, but no obligation, (a) to obtain insurance covering our interest (and only our interest) in the Equipment for the lease term, and renewals and (i) any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time, (ii) you will be required to pay us an additional amount each month for the insurance premium and an administrative fee, (iii) the cost may be more than the cost of obtaining your own insurance, (iv) you agree that we, or one of our affiliates, may make a profit in connection with the insurance we obtain, (v) you agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims. If you later provide evidence that you have obtained acceptable insurance, we will cancel the insurance we obtained or cease charging the surcharge.

**8. INDEMNITY:** We are not responsible for any loss or injuries caused by the installation or use of the Equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury caused by the Equipment. **We reserve the right to control the defense and to select or approve defense counsel. This indemnity survives the expiration or termination of this Agreement.**

**9. TAXES AND FEES:** You agree to pay when invoiced all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. You agree to (a) reimburse us for all personal property taxes which we are required to pay as Owner of the Equipment if you do not have a \$1.00 purchase option, we will file all personal property, use or other tax returns. We reserve the right to charge a fee upon termination of this Agreement either by trade-up, buy-out or default. Any fee charged under this Agreement may include a profit and is subject to applicable sales and/or use taxes.

**10. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT.** We may sell, assign, or transfer this Agreement and/or the Equipment without notice. You agree that if we sell, assign, or transfer this Agreement and/or the Equipment, the new Lessor will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of the new Lessor will not be subject to any claims, defenses, or set offs that you may have against us whether or not you are notified of such assignment. The cost of any Equipment, Software, services and other elements of this Agreement has been negotiated between you and the Supplier. None of Lessor's assignees will independently verify any such costs. Lessor's assignees will be providing funding based on the payment you have negotiated with Supplier. You are responsible for determining your accounting treatment of the appropriate tax, legal, financial and accounting components of this Agreement.

**11. DEFAULT AND REMEDIES:** (a) If you do not pay any lease payment or other sum due to us or other party when due or (b) if you break any of your promises in the Agreement or any other Agreement with us or (c) if you, or any guarantor of your obligations become insolvent or commence bankruptcy or receivership proceedings or have such proceedings commenced against you, you will be in default. If any part of a payment is more than three (3) days late, you agree to pay a late charge of ten percent (10%) of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may do any one or all of the following: (a) instruct Supplier to withhold service, parts and supplies and / or void the Customer One Guarantee; (b) terminate or cancel this Agreement and/or any and all Schedules and require that you pay, **AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY**, the sum of: (i) all past due and current Monthly Payments (or other periodic payments) and charges due under this Agreement and any Schedule; (ii) the present value of all remaining Monthly Payments (or other periodic payments) and charges for the remainder of the term of such Schedule, discounted at the rate of four percent (4%) per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the present value (at the same discount rate as specified in clause (ii) above) of the amount of any purchase option with respect to the Equipment or, if none is specified, our anticipated value of the Equipment at the end of the initial term of such Schedule (or any renewal thereof); and (c) require you to return the Equipment to us to a location designated by us (and with respect to any Software, (i) immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (ii) demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; and/or (iii) cause the Software supplier to terminate the Software license, support and other services under the Software license). We may recover interest on any unpaid balance at the rate of four percent (4%) per annum but in no event more than the lawful maximum rate. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of Lessor or its Assignee or any other law. You agree to pay our reasonable costs of collection and enforcement, including but not limited to attorney's fees and actual court costs relating to any claim arising under this Agreement including, but not limited to, any legal action or referral for collection. If we have to take possession of the Equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed Equipment will be credited against what you owe us. **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL INDIRECT OR INCIDENTAL DAMAGES FOR ANY REASON WHATSOEVER.** You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. All of our rights are cumulative. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive lessee's rights under Article 2A (508-522) of the UCC.

**12. UCC FILINGS:** You grant us a security interest in the Equipment if this Agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument in order to show our interest in the Equipment.

**13. CONSENT TO LAW, JURISDICTION, AND VENUE:** This Agreement shall be deemed fully executed and performed in the state of Lessor or its Assignee's principal place of business and shall be governed by and construed in accordance with its laws. If the Lessor or its Assignee shall bring any judicial proceeding in relation to any matter arising under the Agreement, the Customer irrevocably agrees that any such matter may be adjudged or determined in any court or courts in the state of the Lessor or its Assignee's principal place of business, or in any court or courts in Customer's state of residence, or in any other court having jurisdiction over the Customer or assets of the Customer, all at the sole election of the Lessor. The Customer hereby irrevocably submits generally and unconditionally to the jurisdiction of any such court so elected by Lessor in relation to such matters. **BOTH PARTIES WAIVE TRIAL BY JURY IN ANY ACTION BETWEEN US.**

**14. LESSEE GUARANTEE:** You agree, upon our request, to submit the original of this Agreement and any schedules to the Lessor via overnight courier the same day of the facsimile or other electronic transmission of the signed Agreement and such schedules. Both parties agree that this Agreement and any schedules signed and submitted to us by facsimile or other electronic transmission shall, upon execution by us (manually or electronically, as applicable), be binding upon the parties. You waive the right to challenge in court the authenticity of a faxed or other electronically-transmitted signed copy of this Agreement and any schedule and agree that the faxed or other electronically-transmitted copy containing your faxed or other electronically-transmitted signature and our manual or electronic signature shall be considered the sole original for all purposes, including without limitation, any enforcement action under paragraph 11.

**15. COMPUTER SOFTWARE:** Notwithstanding any other terms and conditions of this Agreement, you agree that as to Software only: a) We have not had, do not have, nor will have any title to such Software, b) You have executed or will execute a separate software license Agreement and we are not a party to and have no responsibilities whatsoever in regards to such license Agreement, c) You have selected such Software and as per Agreement paragraph 4, **WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR DEFECTIVE NATURE OF SUCH SOFTWARE, SYSTEMS INTEGRATION, OR OTHERWISE IN REGARDS TO SUCH SOFTWARE. CUSTOMER'S LEASE PAYMENTS AND OTHER OBLIGATIONS UNDER THIS LEASE AGREEMENT SHALL IN NO WAY BE DIMINISHED ON ACCOUNT OF OR IN ANY WAY RELATED TO THE ABOVE SAID SOFTWARE LICENSE AGREEMENT OF FAILURE IN ANY WAY OF THE SOFTWARE.**



KONICA MINOLTA

Master Premier Lease Schedule

For office use only (Check one):  Branch  Windsor

APPLICATION NO.

MASTER AGREEMENT NO.

SCHEDULE NO.

CUSTOMER BILL - TO INFORMATION (Separate schedules must be completed for each billing location.)

FULL LEGAL NAME

STREET ADDRESS / P.O. BOX

CITY STATE ZIP BILLING CONTACT NAME

BILL-TO PHONE NUMBER\* FAX NUMBER E-MAIL

\*By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Lessor and its affiliates and agents. This Express Consent applies to each such telephone number that you provide to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

CUSTOMER INSTALLATION LOCATION

LESSEE LEGAL NAME

STREET ADDRESS

CITY STATE ZIP CONTACT NAME

PHONE NUMBER FAX NUMBER

Make/Model/Accessories (including Software Description and Supplier / Licensor if applicable) Serial Number Start Meter Read(s)

Table with 3 columns: Make/Model/Accessories, Serial Number, Start Meter Read(s). Multiple empty rows for data entry.

See attached 'Schedule A' for additional Equipment / Accessories / Software

TERM AND PAYMENT SCHEDULE

Table with 5 columns: TERM IN MONTHS, # of payments, Payment Frequency (Quarterly/Monthly), Payment Amount (plus applicable taxes), Advance Payment (plus applicable taxes).

END OF LEASE OPTIONS: You will have the following options at the end of the original term, provided the Lease has not terminated early and no event of default under the Lease has occurred and is continuing. 1. Purchase the Equipment for the Fair Market Value as determined by us. 2. Renew the Lease per paragraph 1 (on Agreement). 3. Return Equipment as provided in Paragraph 5 (on Agreement).

THIS SCHEDULE INCORPORATES ALL OF THE TERMS AND CONDITIONS OF THE MASTER PREMIER LEASE AGREEMENT IDENTIFIED ABOVE.

LESSOR ACCEPTANCE

Table for Lessor Acceptance with columns: Konica Minolta Premier Finance (LESSOR), AUTHORIZED SIGNER, TITLE, DATED.

CUSTOMER ACCEPTANCE

Table for Customer Acceptance with columns: FULL LEGAL NAME OF CUSTOMER (as referenced above), AUTHORIZED SIGNER (with 'X' mark), DATED.

FEDERAL TAX I.D. # PRINT NAME TITLE



For office use only (Check one):  Branch  Windsor

# Master Premier Advantage Schedule

APPLICATION NO.

MASTER AGREEMENT NO.

SCHEDULE NO.

**CUSTOMER BILL - TO INFORMATION** (Separate schedules must be completed for each billing location.)

FULL LEGAL NAME \_\_\_\_\_

STREET ADDRESS / P.O. BOX \_\_\_\_\_

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CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ BILLING CONTACT NAME \_\_\_\_\_

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BILL-TO PHONE NUMBER\* \_\_\_\_\_ FAX NUMBER \_\_\_\_\_ E-MAIL \_\_\_\_\_

\*By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Lessor and its affiliates and agents. This Express Consent applies to each such telephone number that you provide to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

**CUSTOMER INSTALLATION LOCATION**

LESSEE LEGAL NAME \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

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CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ CONTACT NAME \_\_\_\_\_

---

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

**Make/Model/Accessories** (including Software Description and Supplier / Licensor if applicable)    **Asset Invoice Information**    **Serial Number**    **Start Meter Read(s)**


See attached 'Schedule A' for additional Equipment / Accessories / Software

**TERM AND PAYMENT SCHEDULE**

TERM IN MONTHS	# of payments	Payment Frequency <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly	Payment Amount (plus applicable taxes) \$ _____	Advance Payment (plus applicable taxes) \$ _____
Payment includes _____ B&W pages per month			Overages billed _____ at \$ _____ per B&W page	
Payment includes _____ Color pages per month			Overages billed _____ at \$ _____ per Color page	

**THIS SCHEDULE INCORPORATES ALL OF THE TERMS AND CONDITIONS OF THE MASTER PREMIER ADVANTAGE AGREEMENT IDENTIFIED ABOVE.**

**LESSOR ACCEPTANCE**

<b>Konica Minolta Premier Finance</b>			
LESSOR	AUTHORIZED SIGNER	TITLE	DATED

**CUSTOMER ACCEPTANCE**

FULL LEGAL NAME OF CUSTOMER (as referenced above)	AUTHORIZED SIGNER	DATED

FEDERAL TAX I.D. #	PRINT NAME	TITLE
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KONICA MINOLTA

NON-APPROPRIATION ADDENDUM

ADDENDUM TO Agreement No. \_\_\_\_\_ between Konica Minolta Premier Finance, (Lessor)

And \_\_\_\_\_, (Customer)
(Full Legal Name of Customer)

Dated: \_\_\_\_\_

FOR STATE AND LOCAL GOVERNMENT ENTITIES ONLY

A. CUSTOMER COVENANTS: You covenant and warrant that (1) it has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the payments scheduled to come due and to meet its other obligations under the Agreement and such funds have not been expended for other purposes; and (2) that there is no action, suit, proceeding or investigation pending, or threatened in any court or other tribunal or competent jurisdiction, state or federal or before any public board or body, which in any way would (a) restrain or enjoin the delivery of the Agreement or the ability of you to make its periodic payments as set out in the Agreement; (b) contest or affect the authority for the execution or delivery of, or the validity of, the Agreement; or (c) contest the existence and powers of you; nor is there any basis for any such action, suit, proceeding or investigation; and (3) That the Equipment will be operated and controlled by you and will be used for essential government purposes and will be essential for the term of the Agreement. (4) You have not previously terminated a rental for non-appropriation, except as specifically described in a letter appended hereto.

B. SIGNATURES: Signer warrants that he/she is fully conversant with the governing relevant legal and regulatory provisions and has full power and authorization to bind you. Signer for you further warrants its governing body has taken the necessary steps; including any legal bid requirements, under applicable law to arrange for acquisition of the Equipment; the approval and execution has been in accordance with all applicable open meeting laws; and that a resolution of the governing body of you authorizing execution of the Agreement has been duly adopted and remains in full force and effect.

C. NON APPROPRIATION: In the event you wish to cancel the Agreement because: 1. Funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all of your obligations under the Agreement during said fiscal period; 2. Such non-appropriation did not result from any act or failure to act of you; 3. You have exhausted all funds legally available for all payment due under the Agreement; and 4. There is no other legal procedure by which payment can be made to Lessor.

Then, provided that (a) you have given Lessor written notice of the occurrence of paragraph 1 above thirty (30) days prior to such occurrence; (b) Lessor has received a written opinion from your counsel verifying the same within ten (10) days thereafter upon receipt of the Equipment delivered to a location designated by Lessor, at your expense, Lessor's remedies for such default shall be to terminate the Agreement at the end of the fiscal period during which notice is given; retain the advance payments, if any; and/or sell, dispose of, hold, use or rent the Equipment as Lessor in its sole discretion may desire, without any duty to account to you.

Approved and agreed to as an Addendum to and part of the Agreement and any Supplements or Schedules to the Master Agreement, this \_\_\_\_\_ day of \_\_\_\_\_.

LESSOR ACCEPTANCE

Konica Minolta Premier Finance LESSOR SIGNATURE TITLE

CUSTOMER ACCEPTANCE

X FULL LEGAL NAME OF CUSTOMER SIGNATURE TITLE

FEDERAL TAX I.D.# PRINT NAME



KONICA MINOLTA

**NON APPROPRIATION RIDER**

This Non-Appropriation Rider to the Master Premier Lease Agreement No.\_\_\_\_ dated \_\_\_\_\_, 20\_\_\_\_ ("Lease"), is by and between **Konica Minolta Premier Finance** (Lessor) and \_\_\_\_\_ (Customer). Capitalized terms used herein without definition shall be defined as provided in the Lease.

Notwithstanding anything contained in the Lease to the contrary,

1. Customer presently intends to continue the Lease and any Schedule to the Lease for the entire term and to pay all rentals or other payments relating thereto and shall do all things lawfully within its power to obtain and maintain funds from which the rentals and all other payments owing thereunder may be made. To the extent permitted by law, the person or entity in charge of preparing Customer's budget will include in the budget request for each fiscal year during the term of any Schedule to the Lease the rentals to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all rentals coming due therein. The parties acknowledge that appropriation for rentals is a governmental function which Customer cannot contractually commit itself in advance to perform and the Lease and any Schedule to the Lease does not constitute such a commitment. However, Customer reasonably believes that moneys in an amount sufficient to make all rentals can and will lawfully be appropriated and made available to permit Customer's continued utilization of the Equipment covered under a Schedule in the performance of its essential functions during the term of any Schedule to the Lease.

2. If Customer's governing body fails to appropriate sufficient moneys in any fiscal year for rentals or other payments due under a Schedule to the Lease and if other funds are not available for such payments, then a "Non-Appropriation" shall be deemed to have occurred. If a Non-Appropriation occurs, then: (i) Customer shall give Lessor immediate notice of such Non-Appropriation and provide written evidence of such failure by Customer's governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by that date, immediately upon such Non-Appropriation; (ii) no later than the last day of the fiscal year for which appropriations were made for the rentals due under the Schedule(s) to the Lease (the "Return Date"), Customer shall return to Lessor all, but not less than all, of the Equipment covered by the Schedule(s) to the Lease, at Customer's sole expense, in accordance with the terms hereof; and (iii) the Schedule(s) to the Lease shall terminate on the Return Date without penalty or expense to Customer and Customer shall not be obligated to pay the rentals beyond such fiscal year, provided, that Customer shall pay all rentals and other payments due under the Schedule(s) to the Lease for which moneys shall have been appropriated or are otherwise available, provided further, that Customer shall pay month-to-month rent at the rate set forth in the Schedule(s) to the Lease for each month or part thereof that Customer fails to return the Equipment as required herein.

3. The Lease shall be deemed executory only to the extent of monies appropriated and available for the purpose of the Lease, and no liability on account thereof shall be incurred by the Customer beyond the amount of such monies. The Lease is not a general obligation of the Customer. Neither the full faith and credit nor the taxing power of the Customer are pledged to the payment of any amount due or to become due under the Lease. It is understood that neither the Lease nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of the Lease.

IN WITNESS WHEREOF, each of the parties hereto has caused this Rider to be executed as of the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

**Konica Minolta Premier Finance**  
(Lessor)

\_\_\_\_\_  
(Customer)

By \_\_\_\_\_  
(Date)

By \_\_\_\_\_  
(Date)

Name/Title \_\_\_\_\_

Name/Title \_\_\_\_\_