

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.**

This Linking Agreement (“Agreement”) is entered into as of this day of , 2025, between the City of Glendale, an Arizona municipal corporation (“City”), and Konica Minolta Business Solutions U.S.A., Inc., a New York Corporation, authorized to do business in Arizona (“Contractor”), collectively, the “Parties.”

RECITALS

- A. On June 1, 2025, OMNIA Partners, a member of the Region 4 Education Service Center, entered into a contract with Contractor to purchase the goods and services described in Digital Workspace Solutions Contract No. R241202 (“Cooperative Agreement”), which is attached hereto as **Exhibit A**. The Cooperative Agreement allows its cooperative use by other governmental agencies, including the City.
- B. Section 2-149 of the City’s Procurement Code permits the Finance Director to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Finance Director may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City wishes to contract with Contractor for supplies or services identical to those being provided to other units of government under the Cooperative Agreement. Contractor consents to the City’s cooperative use of the terms and conditions of the Cooperative Agreement, and agrees to provide the supplies and services set forth in the Statement of Work appended hereto as **Exhibit B**.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

- 1. Term of Agreement.
 - A. As provided in the Cooperative Agreement, purchases can be made by governmental entities from the date of award, which was June 1, 2025, until the date the contract terminates on May 31, 2030, unless the term is extended by mutual agreement of the parties to the Cooperative Agreement. The Cooperative Agreement, however, may not be extended beyond May 31, 2035. The initial period of this Agreement is the period from the Effective Date of this Agreement until May 31, 2030.
 - B. The City may extend the term of this Agreement for five (5) one-year increments if the Cooperative Agreement is likewise extended and the City gives the Contractor notice that it is exercising its option to extend this Agreement 30 days prior to the anniversary of the

Effective Date. Glendale extensions are not automatic and shall only occur if the City affirmatively exercises its right to extend this Agreement.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as **Exhibit B**.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as **Exhibit C**.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed One Hundred Fifty Thousand dollars (\$150,000.00) annually or One Million Five Hundred Thousand dollars (\$1,500,000.00) for the entire term of the Agreement (initial term plus any extensions).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

9. Uyghur Forced Labor Prevention Act (UFLPA). Contractor certifies that it does not currently, and during the term of this Agreement, will not use:

- a. the forced labor of ethnic Uyghurs in the People's Republic of China;
- b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
- c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

10. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
11. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Jennifer Gray
5850 W. Glendale Ave.
Glendale, AZ 85304

and

Konica Minolta Business Solutions U.S.A, Inc
c/o Kristen McKenna
1595 Springhill Rd., Suite 410
Vienna, VA 22182
kristen.mckenna@kmbs.konicaminolta.us

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

“City”

“Contractor”

City of Glendale, an Arizona
municipal corporation

Konica Minolta Business Solutions U.S.A., Inc.,
a New York Corporation

By: _____

Kevin R. Phelps
Interim City Manager

By: _____

Name: Kristen McKenna
Title: Director, Government Contracts

DocuSigned by:
kristen McKenna
8AA1BA86FBE54BB...

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.**

**EXHIBIT A
DIGITAL WORKSPACE SOLUTIONS CONTRACT NO. R241202
[HTTPS://WWW.OMNIAPARTNERS.COM/SUPPLIERS-FILES/K-
N/KONICA_MINOLTA/CONTRACT_DOCUMENTS/R241202/R241202](https://www.omniapartners.com/suppliers-files/k-n/konica_minolta/contract_documents/r241202/r241202)**

Region 4 Education Service Center

Contract # R241202

for

Digital Workspace Solutions

with

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

Effective: June 1, 2025

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, 2025:

- I. Vendor contract and Executed Offer and Signature Form
- II. Supplier's Response to the RFP

APPENDIX A**CONTRACT**

*This Contract ("**Contract**") is made as of February 25, 2025, 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 Digital Workspace Solutions ("the products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposal Number 24-12 for ("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 initial term of the Contract is for a period of **five 5) years** unless terminated, canceled, or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for additional terms up to **five (5) years in one-year increments** after the end of the initial term or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. In the event the proposal term, including renewals, ends before another proposal is executed, proposal prices and discounts may be extended on a month-to-month basis by mutual consent. Extensions are limited to the lesser of: a) six (6) additional monthly terms, or b) the time which is required to complete a new solicitation for the goods and services provided for in this solicitation. Notwithstanding the foregoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued within the Contract term for a period of up to one year beyond the Contract term.

- 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 consist of this Contract, any Purchase Order (or other similar document agreed to in writing by Region 4), Region 4's Standard Terms and Conditions for Procurement Solicitations, the RFP and any Addenda, Region 4's Electronic Bid Certifications, the Offeror's Best and Final Offer(s), as accepted by Region 4, and the Offeror's Proposal, as accepted by Region 4, each instrument incorporated herein by reference.
- 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. Any Purchase Order (or other such similar document agreed to in writing by Region 4),
 - iii. Region 4's Standard Terms and Conditions for Procurement Solicitations,
 - iv. RFP and any Addenda,
 - v. Region 4's Electronic Bid Certifications,
 - vi. Offeror's Best and Final Offer, as accepted by Region 4, and
 - vii. Offeror's proposal, as accepted by Region 4.
- 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 Provided Contractor has first been given written notice of the failure and 30 days to correct the failure. 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 (30) 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, and payment in full by end user, 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. Conditions of cancellation are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled "NON-PERFORMANCE /TERMINATION OF CONTRACT".
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as mutually determined by the parties or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated.
- d) Force Majeure. Conditions of Force Majeure are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled "FORCE MAJEURE".
- e) Standard Cancellation for Convenience. Region 4 ESC may cancel this Contract in whole or in part for convenience and without cause by providing written notice. Such cancellation will take effect 30 calendar days after Region 4 sends the notice of cancellation. After the 30th calendar day all work will cease following completion of final purchase order, provided that when Region 4 may in its sole discretion direct Contractor to cease performance of the contract at any time during the 30 day notice period, in which case Contractor shall discontinue any further charges to Region 4.
- 12) Licenses. Maintenance of licenses are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled "LICENSES AND PERMITS; PERFORMANCE".
- 13) Survival Clause. Conditions of survival are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled "SURVIVAL".

- 14) Delivery. Conforming products shall be shipped within 7 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 by Region 4 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. Proposal prices must remain firm for at least one (1) calendar year from the proposal opening date, unless a deviation from this standard and purpose for the deviation is noted in the Vendor's response. Such deviations are subject to Region 4 ESC approval.. Price increases requested during the term of the contract may be granted at the sole discretion of Region 4 ESC. 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. Audit rights are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled "RIGHT TO AUDIT".

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. It shall be up to the end user whether to accept the substitution or not.

- 19) 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.

- 20) 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.
- 21) 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. Longer warranty periods and other specifications may be required if indicated herein or through supplemental terms by Region 4.
- 22) 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.
- 23) 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.
- 24) 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. This requirement is in addition to other provisions contained in this RFP related to criminal history information.
- 25) 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.
- 26) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 27) 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.
- 28) 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.

- 29) **CONTRACTOR AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS REGION 4 ESC, IT'S ADMINISTRATORS, EMPLOYEES AND AGENGs FROM LOSS, LIABILITY, CLAIMS OR EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) INCURRED BY REGION 4 ESC AS A RESULT OF THRID PARTY CLAIMS OF BODILY INJURY, INCLUDING DEATH, OR TANGIBLE PROPERTY DAMAGE, TO THE EXTENT PROSIMATELY CAUSED, AS DETERMINED BY A COURT OF COMPETENT JURISIDICION IN A FINAL ADJUDICATION, BY THE CONTRACTOR'S GROSS NEGLIGENCE OR GREATER CULPABILITY IN ITS PERFORMANCE OF ITS OBLIGATIONS UN THE CONTRACT. ANY LITIGATION INVLOVING EITHER REGION 4, ITS ADMINISTRATORS AND EMPLOYEES AND AGENTS WILL BE IN HARRIS COUNTY, TEXAS. 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 CLAIN; 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.**
- 30) 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.
- 31) Certificates of Insurance. Should the original or addended proposal solicitation identify insurance is required to perform a work, 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.
- 32) 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.

REGION 4 EDUCATION SERVICE CENTER STANDARD TERMS AND CONDITIONS FOR PROCUREMENT SOLICITATIONS

These Standard Terms and Conditions for Procurement Solicitations ("Terms and Conditions" or "General Terms and Conditions"); the terms and conditions specified in REGION 4 EDUCATION SERVICE CENTER'S Contract with VENDOR; any Purchase Order (or other similar document agreed to in writing by Region 4); the procurement solicitation and any addenda, exhibits or forms to same ("RFP") (if any); the REGION 4 ESC Electronic Bid Certifications; and the portions of VENDOR'S proposal submitted in response to the RFP, including any best and final offers, that were accepted by REGION 4 ESC represent the basis for VENDOR to deliver the required goods and/or services. In the event of a conflict or inconsistency between or among the documents that form the entire agreement, the following order of precedence shall control: (1) the Contract; (2) any Purchase Order (or other similar document agreed to in writing by Region 4); (3) these Terms and Conditions; (4) the RFP and any Addenda; (5) Region 4's Electronic Bid Certifications; (6) VENDOR's Best and Final Offer, as accepted by Region 4; and (7) the portions of VENDOR'S proposal submitted in response to the RFP that were accepted by REGION 4 ESC. The Contract supersedes all prior offers, negotiations, exceptions, and understandings, whether oral or in writing.

GENERAL TERMS AND CONDITIONS

1 PROPOSAL PREPARATION

.1 Contract for Purchase

The Contract(sometimes referred to as "Contract" or "Agreement") constitutes a binding contract between REGION 4 Educational Service CENTER ("REGION 4 ESC", "REGION 4" or "CENTER") and the VENDOR ("VENDOR"), having submitted a proposal in response to a procurement solicitation issued by REGION 4 ESC and whose proposal has been accepted and awarded by REGION 4 ESC, to furnish the goods and/or services specified on the face of the Agreement. This Agreement shall govern each purchase by REGION 4 ESC from VENDOR and is part of the terms and conditions of any purchase order or other similar document agreed to in writing by Region 4 issued in connection with this solicitation.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY VENDOR FORM, PROPOSAL AND/OR OTHER DOCUMENTATION, THE TERMS AND CONDITIONS OF THE AGREEMENT AS INTEGRATED HEREIN SHALL BE CONTROLLING IN ALL INSTANCES. No pre-published terms on VENDOR'S order acknowledgments, invoices, or other forms shall have any force or effect. Acceptance of the VENDOR'S goods and/or services does not equal acceptance of any of the terms and conditions or other contractual provisions which may be stated in the VENDOR'S forms, proposals, and/or other documentation, except as specifically provided herein.

Notwithstanding anything to the contrary contained in these Terms and Conditions, upon the CENTER'S acceptance of a proposal, the VENDOR and the CENTER will have entered a binding contract. A solicitation/proposal does not become a contract unless and until it is accepted in writing by REGION 4 ESC after all necessary approvals, including any required approval by the REGION 4 ESC Board of Directors. The Agreement is enforceable from the time of the CENTER'S acceptance, without regard to the time of notification to the VENDOR of such acceptance.

.2 Waiver of Preparation Costs and Claims

By submitting a proposal, Offeror expressly agrees to waive any claim it has or may have against REGION 4 ESC, its directors, officers, its trustees, or agents arising out of or in connection with (1) the receipt, handling, administration, evaluation, recommendation of any proposal; (2) any requirements under the solicitation, proposal package, or related documents; (3) the rejection of any proposal or any part of any proposal; and/or (4) the award of a Contract, if any.

REGION 4 ESC shall not be responsible or liable for any costs incurred by Offerors or the successful Offeror

STANDARD TERMS AND CONDITIONS FOR
PROCUREMENT SOLICITATIONS

in connection with responding to the RFP, preparing for oral presentations, preparing and submitting a proposal, entering or negotiating the terms of a Contract, or any other expenses incurred by an Offeror. The Offeror is wholly responsible for any such costs and expenses and shall not be reimbursed in any manner by REGION 4 ESC.

.3 Confidentiality

Trade secrets and confidential information in the proposals must be clearly identified. If a VENDOR believes that a proposal is, or parts of a proposal are confidential, then the business organization must specify. The VENDOR must stamp in bold letters or watermark the term "CONFIDENTIAL" on that part of the proposal that the bidder believes to be confidential. The successful proposal may be considered public information even though parts are marked confidential. Copyrighted proposals are unacceptable and will be disqualified as unresponsive.

.4 Preparation Guidance

A representative of the proposing entity authorized to enter into contracts on behalf of the proposing entity must manually sign proposals in ink or electronically, as applicable. The person signing the proposal must indicate their title along with their signature. Proposals received without proper signatures will not be considered. At times, more readily editable versions of documents will be provided where necessary to facilitate the ease of providing information back to the CENTER for all VENDORS. **ALL DOCUMENTS SET FORTH IN THIS PROPOSAL SOLICITATION SHALL REIGN OVER ALTERED VERSIONS PROVIDED BY THE PROPOSER UNLESS SUCH DEVIATIONS OR MODIFICATIONS ARE DOCUMENTED AND SWORN TO ON THE PRESCRIBED AND PROVIDED DEVIATION/COMPLIANCE/ACKNOWLEDGEMENT FORM INCLUDED IN THE PROPOSAL REQUEST AND ACCEPTED IN WRITING BY REGION 4.**

VENDORS or their authorized representatives are expected to fully inform themselves of the terms, conditions, requirements, and specifications of this invitation before submitting proposals. Failure to do so will be at the VENDOR's own risk. The law makes no allowance for errors of omission or commission on the part of the proposal companies; furthermore, the VENDOR cannot secure relief on the plea of error or ignorance concerning any requirement included in the proposal invitation.

If a pre-proposal meeting is held, that information will be indicated on page one (1) of the Notice to Propose or indicated explicitly in the electronic bidding portal. VENDORS are welcome to attend the proposal opening via Zoom at the date and time indicated in this proposal solicitation; however, VENDOR presence is not required, and no weight or other consideration toward any award decision will be given to any VENDOR's attendance or absence at the proposal opening. The form and content of the proposal recaps will be at the sole discretion of the management and staff of REGION 4.

Proposals shall be submitted only on the forms provided by REGION 4. Deviations from the General Conditions and Specifications shall be conspicuously noted in writing by VENDOR and included in the proposal.

Small and Minority Firms, Women's Business Enterprises, and Labor Surplus Area firms are especially invited to submit proposals.

2 STATEMENT OF INCLUSION/APPLICABILITY

These General Terms and Conditions apply to all proposal invitations issued by REGION 4. By this inclusion, they become an integral part of any contract awarded or purchase order issued in association with this proposal invitation.

3 GENERAL TERMINOLOGY

Throughout this document, the terms "Member," "Participating Member," etc., are used interchangeably to mean "the collective, cooperative association and the related activities of the management and staff of REGION 4 and any one or all of its participating school entity or other cooperative members and their

management and staff." The section titles contained in these Terms and Conditions document are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of the provisions of any section of this document.

No number listing of factors, or organization of subject matter or criteria in this document constitutes an order of preference, precedence, or importance unless specifically stated to the contrary.

4 CONTRACT PERIOD

The term length for any contract resulting from any award under this proposal is stated in the Contract, RFP, Purchase Order or other Contract document, as applicable. Unless otherwise indicated in these Terms and Conditions, all proposal pricing will be firm throughout the Contract period.

5 ADDENDUMS

REGION 4 reserves the right to revise and amend the specifications before the date set for the bid opening. It is the responsibility of each VENDOR, before submitting their proposal, to review <https://region4esc.ionwave.net> to determine if any addendums have been issued.

If any changes to this proposal invitation occur after the original proposal invitation, the changes or corrections to this invitation will be made by addendum, and any updated information contained in any addendum will prevail over the information contained in the original proposal invitation or any previous addendum.

Each addendum will be sent to all entities that have received a copy of this proposal invitation. REGION 4 or their appointed representative is the sole authority for issuing any addendum related to this proposal. Any communications from any person or entity other than REGION 4 regarding any matters related to this proposal are invalid and will not influence this proposal invitation.

Each addendum must be acknowledged and signed by the VENDOR. The addendum acknowledgment form must be submitted along with the proposal submission before the bid opening date and time indicated the proposal solicitation.

6 CHANGES AND AMENDMENTS

This Agreement may be changed or amended only by the mutual agreement of the parties, in writing to be attached to and incorporated in this Agreement. No such changes or amendments shall have any effect unless and until a written amendment to this Agreement is executed by REGION 4 ESC's Executive Director (or designee) after any necessary approvals have been obtained from the REGION 4 ESC Board of Directors.

7 REQUESTS FOR EXPLANATION/INTERPRETATION

Any explanation desired by a prospective VENDOR regarding the meaning or interpretation of any part of the proposal documents must be requested in writing to the REGION 4 ESC Procurement Contract Specialist identified in this solicitation at least five (5) REGION 4 ESC business days prior to the date set to receive proposals, in order to allow a response to reach all prospective VENDORS s before the submission of their proposals. Any REGION 4 ESC response, interpretation, correction, approval, supplemental instruction or change to the proposal documents will be made in the form of a written addendum and will be posted at the location where the original bid solicitation was accessed. Sole authority for issuing addenda shall be vested in the REGION 4 ESC Procurement Department. All interpretations and/or clarifications considered necessary by and approved by the CENTER in response to a prospective VENDOR'S written request will be issued by such addenda; verbal requests for clarification or additional information will not be addressed.

Receipt of any addenda issued by the CENTER shall be acknowledged by all prospective VENDORS s with their proposal submissions. The CENTER reserves the right to reject any proposal due to its failure to incorporate addenda, and the CENTER further reserves the rights: to waive any and/or all formalities, irregularities, and/or technicalities; to be the sole judge of quality and suitability; and to accept any proposal and/or to reject any or all proposals or part(s) of a proposal, without reason or cause. The issuance of the

procurement solicitation in no way obligates REGION 4 ESC to award, enter into an agreement, or purchase any goods and/or services.

8 SPECIFICATIONS

Specifications have been developed by REGION 4 and are intended to give information on the type and kind of service requested. Catalog numbers, brand names, or manufacturer's product or reference numbers used in the item specifications are intended to be descriptive, not restrictive. These references, as well as "approved brands" listed, are intended to identify and indicate the type of product being sought and establish the level of quality desired. If any conflict exists in the item's VENDOR specifications between the product descriptions and any brand names, models, or reference numbers used, the product descriptions will override the brand names or model number references.

Most proposals on brands of equivalent nature and quality will be considered, provided a reputable manufacturer regularly produces them. However, in some cases, REGION 4 may find it advantageous to standardize equipment and supplies by the manufacturer to achieve efficiencies in procurement, repair, and operation, match existing stock, or satisfy other requirements. In these cases, the specific products identified as "approved brands" will be preferred, especially if all other evaluation factors are equal. For this reason, where particular brands or models are identified, the VENDOR should propose the specified item and an alternate brand or model where desired.

The apparent silence of the specifications as to any detail or the evident omission from any specification of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices shall prevail. All interpretations of the specifications shall be made based on this statement.

If you discover or suspect an error in the item specifications in this proposal invitation, please note it as part of your response. We will attempt to correct errors for future proposal invitations.

9 CONTRACTOR'S RESPONSIBILITY

Before submitting a proposal, VENDORS shall carefully examine the specifications and related documents, visit the site(s) of the work and fully inform themselves as to all existing conditions and limitations, and shall include in the proposal a sum to cover the cost of all items included in the contract. The VENDOR, if awarded the contract, shall be allowed no extra compensation by reason of any matter or thing which the VENDOR might have or should have fully informed himself prior to the deadline. The submission of a bid indicates that the contractor has visited the site(s), familiarized themselves with the local conditions under which the work is to be performed, and correlated their observations with the requirements of the contract documents.

Supervise and direct the work and be solely responsible for all methods, techniques, procedures, and coordination of the work under this contract.

Initiate, maintain, and supervise safety precautions in connection with the work. The contractor shall obtain approval from the Facility Director for the location of equipment, supplies, and access during the work.

Take all precautions necessary for the safety of and provide protection to prevent damage, injury, or loss to:

- All employees on the premises and all other people who may be affected thereby.
- All the work and all materials to be incorporated therein, whether in storage on or off the site.
- All property at and adjacent to the sites, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities. All property damaged due to work operations shall be restored by the contractor to its original condition at no charge.
- Please comply with all applicable laws, ordinances, rules, regulations, and orders of all public authorities having jurisdiction for the safety of persons and property to protect them from damage, injury, and loss.
- Secure all necessary licenses and permits required to perform the work.

- All work shall take place in accordance with the contract documents, be completed in all parts, and be in accordance with approved practices and customs.

10 **SUBCONTRACTORS**

The VENDOR shall not subcontract services provided in this solicitation without prior written approval by REGION 4 ESC. If the CENTER gives written permission for VENDOR to use subcontractor(s) in the performance of any part of this Agreement, VENDOR shall ensure that each subcontractor complies with all provisions of this Agreement and shall be fully responsible to REGION 4 ESC for all acts and omissions of the subcontractors, just as VENDOR is responsible for VENDOR'S own acts and omissions. VENDOR shall require each subcontractor to maintain and to furnish VENDOR with satisfactory evidence of Workers Compensation, Employer's Liability, and such other forms and amounts of insurance which VENDOR deems reasonably adequate. VENDOR shall remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of all goods and services under this Agreement. Nothing in this Agreement shall create for the benefit of any such subcontractor any contractual relationship between REGION 4 ESC and any such subcontractor, nor shall it create any obligation on the part of REGION 4 ESC to pay or to see to the payment of any moneys due any such subcontractor except as may otherwise be required by law.

11 **INSURANCE REQUIREMENTS**

VENDOR shall comply with all of the CENTER'S insurance requirements. VENDOR shall carry and maintain in full force and effect, for the duration of this Agreement, the following insurance coverages, in the amount(s) set out in the sub-sections that follow and with responsible insurer(s) (rated A or better by A.M. Best) acceptable to the CENTER: Workers' Compensation; Employers' Liability; Commercial General Liability; Automobile Liability; and Umbrella Liability. VENDOR'S insurance coverage shall be in accordance with the following requirements:

- .1 REGION 4 ESC shall be **included** as an Additional Insured on the Commercial General Liability, Automobile Liability, and Umbrella Liability policies. In addition, REGION 4 ESC shall be **included** as an alternate employer on the workers' compensation policy **if applicable**.
- .2 VENDOR shall cause the insurance policies to: provide that any losses will be payable notwithstanding any act or negligence of the CENTER or any other person; provide that the insurer will have no right of subrogation against REGION 4 ESC; and be reasonably satisfactory to the CENTER in all other respects.
- .3 All of VENDOR'S insurance coverage shall be primary and non-contributory.
- .4 All insurance policies required under this Agreement shall contain a provision that at least thirty (30) days' prior written notice shall be given to REGION 4 ESC in advance of the effective dates of any cancellation, reduction, modification, termination, material change, or non-renewal of such insurance policies. **VENDOR agrees that its insurance policies and certificates shall contain standard language. Should any of the references polices be canceled prior to the expiration thereof, notification shall be provided and by Konica Minolta's insurance broker(s)**
- .5 VENDOR shall maintain insurance coverage in the amounts specified by the CENTER. The VENDOR shall not commence any portion of the work under this Agreement until all the insurance required herein and certificates of such insurance have been filed with and approved in writing by REGION 4 ESC.
- .6 There shall be a hold harmless agreement in which the VENDOR assumes liability on the Agreement and holds REGION 4 ESC harmless.
- .7 The VENDOR shall purchase and maintain in force the following types and amounts of insurance for the performance of all of its obligations under this Agreement and provide REGION 4 ESC with a certificate(s) of insurance as evidence. Certificates of Insurance on the current ACORD form shall be issued to the CENTER prior to the start of work showing all required insurance coverage. Copies of such insurance documents shall be part of the Agreement documents, and the VENDOR shall maintain such in force throughout the term of its Agreement with the CENTER.
- .8 Casualty Insurance and Securities-Minimum Requirements:
 - a. Successful VENDOR must maintain workers' compensation coverage for employees as required by all applicable Federal, State, Maritime, and local laws, as well as Employer's Liability with required statutory limits per accident.

- b. Comprehensive-General Liability Insurance (Occurrence basis only - Bodily Injury and Property Damage): Each Occurrence - \$1,000,000; Aggregate - \$2,000,000
- c. Comprehensive Automobile Liability Insurance- Business (Commercial) Automobile Liability Insurance*: Bodily Injury and Property Damage covering all owned, non-owned and hired vehicles:
- d. Bodily Injury and Property Damage Combined Single Limit: \$1,000,000
- e. Umbrella Liability Insurance (Excess): \$1,000,000

No deletions/exclusions from standard coverage form shall be allowed without the prior written consent of REGION 4 ESC's CHIEF FINANCIAL OFFICER, or designee. The VENDOR shall have ten (10) REGION 4 ESC business days from the date of the award of the Agreement to furnish the REGION 4 ESC Procurement Department the required insurance certificates. No work shall commence until a copy of VENDOR'S current insurance certificate(s) is/are received at and approved in writing by the REGION 4 ESC Procurement Department, 7145 West Tidwell Road, Houston, Texas 77092.

When insurance is required, the above limits are the minimum required by REGION 4 ESC. REGION 4 ESC reserves the right to require additional coverages and/or higher limits to be carried by VENDOR as specified in the procurement solicitation documentation, as deemed desirable by REGION 4 ESC, depending on the type of project.

12 PROPOSAL EVALUATIONS AND AWARDS

All proposals received in response to this proposal invitation, which are submitted in accordance with the instructions and restrictions contained in the section entitled "Proposal Preparation," will initially be considered for award; however, initial consideration of any proposal will not constitute an assessment of its meeting the necessary qualifications, and any proposal may be disqualified at any time during the process of evaluating proposals for failure to meet any other terms or conditions contained anywhere else in the proposal invitation.

REGION 4 reserves the right to waive any or all proposing irregularities, formalities, or other technicalities, to be the sole and independent judge of quality and suitability of any products offered, and may accept or reject any proposal in its entirety, or may reject any part of any proposal without affecting the remainder of that proposal, and may award the individual items on this proposal in any combination or in any way to best serve the interests of its Members as it perceives those interests to be in its sole discretion.

REGION 4 reserves the right to award contracts to multiple VENDORS. The fact that REGION 4 may make multiple awards should be taken into consideration when responding to this proposal. This is a non-exclusive contract; REGION 4 reserves the right to obtain goods and services from another source as the CENTER deems most advantageous.

REGION 4 ESC does not purchase on the basis of low prices alone. REGION 4 ESC represents that it has considered each of the criteria in Texas Education Code § 44.031(b), thereby fulfilling Section 44.031(b)'s requirement that it "shall consider" the criteria listed in 44.031(b); in accordance with Module 5 of the TEA FASRG and applicable federal laws,¹ REGION 4 ESC has determined which criteria should be considered most important and has assigned weights/points to each criterion based on its importance as outlined in the procurement solicitation. In considering a contract for award, the CENTER may evaluate aspects of the following, as permitted by applicable law:

- Purchase price;
- the reputation of the VENDOR and of the VENDOR'S goods or services;
- the quality of the VENDOR'S goods or services;
- the extent to which the goods or services meet the CENTER'S needs;
- the VENDOR'S past relationship with the CENTER;
- the impact on the ability of the CENTER to comply with laws and rules relating to historically underutilized businesses;
- the total long-term cost to the CENTER to acquire the VENDOR'S goods or services;
- for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether

the VENDOR or the VENDOR'S ultimate parent company or majority owner:

- has its principal place of business in this state; or
- employs at least 500 persons in this state; and
- any other relevant factor specifically listed in the request for bids or proposals.

The CENTER may choose to contract with a single or multiple VENDORS as necessary to obtain the contract mix that is most advantageous. It may be necessary for REGION 4 ESC to establish a competitive range of acceptable responses as part of the evaluation process, or to establish weights for criteria. Such additions, subtractions, or changes to evaluation criteria would be declared elsewhere in the proposal and would supersede this section. If a competitive range is established, responses failing to score in the competitive range may not receive further award consideration.

It is understood that REGION 4, through its management and its Members, may use all means at their collective disposal to evaluate the proposals received on these criteria and the final decision as to the best overall offer, both as to price and to the suitability of the products and services offered to fit the needs of the members of REGION 4, will rest solely with the Board of Directors of REGION 4.

The successful VENDOR(s) will be notified by "Notice(s) of Award" issued by the management of REGION 4.

¹ As a general rule, ESCs and LEAs may not apply geographic preferences for procurements involving federal funds.

See 2 C.F.R. § 200.319.

13 **QUANTITIES**

Quantities reflected in this proposal invitation are estimates based upon the projected needs for REGION 4 during the contract period. Quantities are the best estimate of anticipated needs available at the time of publication of this proposal invitation, but the accuracy of these estimated quantities may be affected by numerous factors including, but not limited to, budgetary adjustments, changing market forces, unintentional errors or omissions, and new construction. Actual needs may be greater or less than the estimated quantities provided.

REGION 4 reserves the right to increase or decrease the order at the same unit price or decrease quantities as funding and needs vary throughout the contract term. VENDORS at the close of the contract period agree not to hold REGION 4 liable for any inaccuracies in estimated quantities.

14 **PRICING/ESCALATION/DE-ESCALATION**

The request for proposal process provides for full competition among proposals and allows for negotiation with the supplier(s) to obtain the best product and service at the best price. **Under requests for proposals, changes in the nature of a proposal and in prices may be negotiated after proposals are opened.** REGION 4 will evaluate proposals and select the VENDOR offering the most advantageous proposal. Since proposal pricing can be negotiated and is subject to change, no pricing information will be revealed at the public opening. All participating VENDORS will be given the same opportunity if negotiations are started unless otherwise directed by law. The REGION 4 evaluation committee will be the only deciding body in making the decision to negotiate or not to negotiate.

Proposal prices must remain firm for at least one (1) calendar year from the proposal opening date, unless a deviation from this standard and purpose for the deviation is noted in the Vendor's response. Such deviations are subject to Region 4 ESC approval. Price increases requested during the term of the contract may be granted at the sole discretion of Region 4 ESC.

No escalation of cost changes in contracted prices or increased rates will be added during the contract period. **Exceptions will be considered at Region 4's discretion if there are state-mandated increases that will affect all applicable VENDORS equally.** The awarded VENDOR agrees not to sell the same product or service at a lower cost to another customer without offering the same pricing discount to REGION 4. In the

event that a lower price is provided through any other RFP in the state, REGION 4 will receive that lower price as well.

New technology and products that meet the scope of work may be added to the existing contract. Pricing shall be equivalent to the percentage discount of other products offered. VENDOR may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the original solicitation. No products may be added to avoid competitive procurement procedures. REGION 4 may reject any additions without cause.

If there is a discrepancy between the unit cost and the total price, the unit cost will stand as the proposal price. The unit cost will be considered the price by weight or the cost whichever is applicable. The unit cost will only be the case price if the package quantity throughout the industry is standardized.

15 TAX

REGION 4 and Participating Members are public jurisdictions that are exempt from sales, excise, and use taxes. REGION 4 and Participating Members, upon individual requests, will provide tax exemption certificates for the VENDOR. Unless otherwise specified in this proposal invitation, sales tax will only be included in any proposal response or invoice submitted by any VENDOR if the VENDOR has requested a tax exemption certificate from the CENTER in writing and failed to receive the same within a reasonable period of time. The limited sales, excise, and use tax laws recognize the inclusion of tax exemption information as part of a purchase order document to be as binding as if it had been submitted separately, and by responding to this proposal invitation, the VENDOR agrees to accept tax exemption information in such form.

16 WITHDRAWALS OR MODIFICATION OF PROPOSAL

Subject to the restrictions discussed below, REGION 4 will consider a written request from any VENDOR that the VENDOR be allowed to withdraw any proposal submitted, but only in its entirety, and only until the due date and time for proposal submission as stated in the request for proposal included with this proposal invitation. A representative of the proposing entity who is authorized to enter into contracts on behalf of the proposing entity must manually sign any request for the withdrawal of any proposal in ink, and the person signing the request must indicate their title along with their signature. No proposal may be withdrawn after the date and time that proposals are due as specified in the RFP. Only proposals that have been submitted consistent with the instructions relating to packaging and labeling of the proposal will be considered for withdrawal.

If there is any question in the mind of the management or staff of REGION 4 regarding the identity of the proposal or the identity of the VENDOR relating to any request for the withdrawal of any proposal, REGION 4 will refuse to allow the withdrawal of the proposal. Withdrawal of any proposal allowed by REGION 4 will require the completion and signature of a written receipt by the VENDOR's representative satisfactory to the management or staff of REGION 4 before the proposal is released. The decision of the management or staff of REGION 4 relating to any matters concerning proposal withdrawal will be final.

If a VENDOR requests to withdraw a proposal and REGION 4 allows the withdrawal of the proposal, the VENDOR may resubmit the proposal, or submit a new proposal, up until the due date and time for proposal submission as stated in the RFP included with this proposal invitation, provided any new submission meets all the qualifications of proposal submission included in these General Terms and Conditions.

If a VENDOR resubmits a proposal that was withdrawn and makes changes to any document in the proposal package, an authorized agent of the proposing entity must indicate alterations made to any proposal document.

All proposals in the possession of REGION 4 at the time proposals are due shall be deemed final, conclusive, and irrevocable, and no proposal shall be subject to withdrawal, amendment, or correction after the due date

and time for proposal submission as stated in the RFP included with this proposal invitation.

17 DEVIATIONS FROM SPECIFICATIONS OR TERMS/CONDITIONS

Any and all limitations, exceptions, qualifications, special conditions, or deviations from these General Terms and Conditions or any of the item specifications, including the offering of any alternate to the "approved brand and/or model" (where identified) must be clearly noted in detail by the VENDOR at the time of submission of the proposal. The absence of such limitations, exceptions, qualifications, special conditions, or deviations being submitted in writing with the VENDOR'S response will hold the VENDOR accountable to REGION 4 and its Members to perform in strict accordance with all these General Terms and Conditions and all the item specifications as written, including any "approved brands and/or models" identified. The VENDOR should be aware that the submission of any such limitations, exceptions, qualifications, special conditions, or deviations with the proposal response may place the VENDOR at a competitive disadvantage or otherwise prevent REGION 4 from considering the proposal on the affected item(s).

Any deviation from any of the item specifications, including the delivery of any product other than the specific brand and model of the product awarded, will be grounds for rejection of the product(s) when delivered, and will expose the VENDOR to the remedies identified in the section entitled "Non-Performance/Termination of Contract" and may jeopardize future business from the CENTER.

18 CONTRACTS AND PURCHASE ORDERS

A response to this proposal invitation is an offer to contract with REGION 4 and its Members based on the item specifications and the General Terms and Conditions contained in the proposal invitation. Proposals do not become contracts until they are accepted by REGION 4 through an award notice to the VENDOR and put into effect by the issuance of a purchase order(s) signed by an authorized representative of REGION 4. Purchase orders will be delivered by facsimile, emailed or mailed to the VENDOR. All deliveries and financial transactions will occur directly between the VENDOR and REGION 4.

All contracts and agreements between vendors and REGION 4 shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended.

19 NON-PERFORMANCE/TERMINATION OF CONTRACT

Termination of this Agreement will take place under the following conditions:

- **Termination by REGION 4 ESC**, if the VENDORS refuses or fails to comply, or proceeds in a manner that does not comply, with the Agreement, or otherwise breaches any provision of the Agreement, and fails to cure the default as set forth below.
- **Termination by REGION 4 ESC**, if the VENDOR does any of the following and fails to cure the default as set forth below: fails to make progress; fails to provide the goods or perform the services within the time period specified or any written extension thereof; breaches any provision of the Agreement, the procurement solicitation, and/or a purchase or work order; fails to make payment(s) owed; or defaults in whole or in part.
- **Termination by REGION 4 ESC**, if the VENDOR charges increased rates that are not agreed to in advance or as specified herein.
- **Termination by REGION 4 ESC**, if the VENDOR becomes insolvent, enters voluntary or involuntary bankruptcy or receivership proceedings, or makes an assignment for the benefit of creditors.
- **Termination by REGION 4 ESC**, if the VENDOR is in violation of any federal, state, or local law.
- **Termination by REGION 4 ESC** due to budgetary requirements, including, but not limited to, as set forth in the section of these terms and conditions entitled "Funding Out Clause."
- **Termination by Region 4 for Convenience** - Unless specifically stated otherwise in the procurement solicitation, this Agreement may be terminated for any reason, with or without cause, by Region 4 by giving thirty (30) business days' written notice to the VENDOR. Region 4 may further direct VENDOR to cease providing all products and services during the interim notice period prior to such termination, and upon receipt of such written notice from Region 4, VENDOR shall immediately discontinue same and Region 4 shall incur no additional charges from the time forward.

In the event of a breach or default of the Agreement and/or the procurement solicitation by VENDOR, REGION 4 ESC reserves the right to enforce the performance of the Agreement and/or the procurement solicitation in any manner prescribed by law or deemed to be in the best interest of REGION 4 ESC. REGION 4 ESC's right to require strict performance of any obligation in the Agreement will not be affected by any previous waiver, forbearance, or course of dealing.

Upon VENDOR'S default of obligation to the Agreement, VENDOR will be served notice to provide satisfactory compliance to the Agreement without penalty. If the VENDOR neglects or refuses to follow such notice and fails to cure the default within **thirty (30)** business days, REGION 4 ESC will have the right (without limiting any other rights or remedies that it may have in the Agreement or by law) to terminate the Agreement with five (5) calendar days' prior written notice to VENDOR. REGION 4 ESC will then be relieved of all obligations, except to pay for VENDOR'S prior acceptable performance as set forth below. In the event of VENDOR'S default, REGION 4 ESC is expressly authorized to obtain the goods and/or services that would have been provided by VENDOR under this Agreement from an alternative source. VENDOR shall be held liable to REGION 4 ESC for all losses, costs, and/or expenses (including those exceeding the Agreement price) sustained by REGION 4 ESC as a result of VENDOR'S failure to conform to this Agreement, including, but not limited to, those losses, costs, and expenses that REGION 4 ESC incurs in completing or procuring the services and/or goods as provided for in the Agreement. In the event the Agreement is terminated, REGION 4 ESC reserves the right to award the Agreement to another VENDOR at its sole discretion, and/or to obtain comparable goods and/or services elsewhere and either deduct the costs of obtaining such services from any amount owed VENDOR or VENDOR shall reimburse the CENTER for such costs incurred by the CENTER.

In the event of early termination, including for convenience, the CENTER will make payment only for goods and services rendered and accepted by the CENTER through the effective date of the Agreement's termination, at a cost not exceeding the Agreement rate and subject to any claims, costs and expenses incurred by REGION 4 ESC as a result of VENDOR'S default. The CENTER will be responsible for payment for only those goods and services that have been accepted by the CENTER up to the termination date. The CENTER is entitled to a pro-rata refund for any goods and/or services for which the CENTER has paid but which have not yet been provided by VENDOR or accepted by the CENTER.

In the event this Agreement is terminated because of a violation or breach of the Agreement's terms by the VENDOR, the CENTER shall be entitled to all administrative, contractual, and legal remedies, including sanctions and penalties.

VENDOR agrees that REGION 4 ESC shall not be liable for damages in the event that REGION 4 ESC declares VENDOR to be in default or breach of this Agreement and/or the procurement solicitation. VENDOR further agrees that upon termination of the Agreement for any reason, VENDOR shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or VENDOR.

20 FORCE MAJEURE

Except for any payment obligations, the parties to this Agreement may be excused from performance hereunder during the time and to the extent that they are prevented from performance due to an act of God, fire, strike or lockout, or other occurrences which are reasonably beyond such party's control, when satisfactory evidence thereof is presented to the other party and provided that such non-performance is not due to the fault of the non-performing party. The parties to this Agreement are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. Neither party shall have any claim for damages against the other resulting from delays caused solely by force majeure. Notwithstanding any other provision of this Agreement, in the event the VENDOR'S performance of its obligations under this Agreement is delayed or stopped by a force majeure event, REGION 4 ESC shall have the option to terminate this Agreement. This section shall not be interpreted as to limit or otherwise modify any of REGION 4 ESC's contractual, legal, or equitable rights.

21 NON-COLLUSION CERTIFICATION

By signing this proposal, the VENDOR certifies that, to the best of their knowledge:

- Neither the VENDOR nor any business entity represented by the VENDOR has received compensation for participation in the preparation of the item specifications or the General Terms and Conditions related to this proposal invitation.
- This proposal has been arrived at independently and is submitted without collusion with any other VENDOR, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any VENDOR an unfair advantage over any other VENDOR with respect to this proposal.
- The VENDOR has not accepted, offered, conferred, or agreed to confer, and will not in the future accept, offer, confer, or agree to confer, any benefit or anything of value to any person or entity related to REGION 4 or any of its Members in connection with any information or submission related to this proposal, any recommendation, decision, vote, or award related to this proposal, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or service related to this proposal.
- Neither the VENDOR, nor any business entity represented by the VENDOR, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the antitrust laws of this State with regard to this proposal, and this proposal has not been knowingly disclosed, and will not be knowingly disclosed to any other VENDOR, competitor, or potential competitor prior to the opening of proposals or proposals for this project.
- No attempt has been or will be made to influence any other person or entity to submit or to not submit a bid or proposal response.
- The person signing this bid proposal agrees to the accuracy regarding the statements contained in this document.

22 NO ASSIGNMENT

Neither this Agreement nor any right, interest, duty, obligation, or responsibility of VENDOR to furnish the goods and/or services specified in this Agreement shall be subcontracted, assigned, transferred, mortgaged, pledged, or otherwise delegated, disposed of, or encumbered in any way by the VENDOR without the prior written acknowledgment and approval of REGION 4 ESC. Any attempted assignment of this Agreement by VENDOR shall be null and void. In the event REGION 4 ESC approves of any assignment, VENDOR shall have full responsibility for the completion and performance of all services and the delivery of all goods awarded to VENDOR pursuant to this Agreement.

No purchase or work order made as a result of this Agreement may be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by VENDOR without the prior written approval of REGION 4 ESC.

VENDOR is required to notify REGION 4 ESC when any material change in operations occurs, including but not limited to, changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change.

23 CERTIFICATIONS REGARDING LEGAL AND ETHICAL MATTERS

- .1 VENDOR has read and understands all the General Terms and Conditions in this document, and agrees to be bound by them, and is authorized to submit proposals on behalf of their entity.
- .2 The VENDOR has noted any and all relationships that might be conflicts of interest and included such information with their proposal response.
- .3 The proposal submitted conforms to all item specifications, these General Terms and Conditions, and any other instructions, requirements, or schedules outlined or included in this proposal invitation.
- .4 If this proposal is accepted, in whole or in part, the proposing entity will furnish any item(s) awarded to them under this proposal invitation to REGION 4 at the price proposal, and in accordance with the item specifications and the terms and conditions contained in this proposal invitation.
- .5 The proposing entity has, or has the ability to obtain, such financial and other resources, including inventories,

as may be required to fulfill all the responsibilities associated with this proposal.

- .6 The proposing entity has a high degree of integrity and business ethics, and a satisfactory record of performances, and has not been notified by any local, state, or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from participating in this proposal, it would in no other way whatsoever be disqualified to proposal or receive any award or contract related to this proposal, and the VENDOR will comply with any reasonable request from REGION 4 to supply any information sufficient to substantiate the proposing entity's ability to meet these minimum standards.
- .7 The VENDOR has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.
- .8 The VENDOR is not currently delinquent in the payment of any franchise tax owed to the State of Texas.
- .9 The proposing entity has identified and disclosed in this written proposal response any and all known or suspected matters that would disqualify it from participating in this proposal or receiving any award or contract related to this proposal, recognizing that the VENDORS failure to identify and disclose in this proposal response any such matters which do exist is a material breach of contract which will void the submitted proposal or any resulting contracts, and subject the proposing entity to be removed from all proposal lists, and possible criminal prosecution.
- .10 The proposing entity has obtained and will continue to maintain, during the entire term of this contract, all permits, approvals, or licenses necessary for the lawful performance of its obligations under this contract.
- .11 The prices, prompt payment discount terms, delivery terms, distribution allowances, and the quality and/or performance of the products and services offered in the proposal response are and will remain the same or better than those offered to the VENDOR's most favored customer under equivalent circumstances.
- .12 The proposing entity will comply with all laws relating to intellectual property, will not infringe on any third party's intellectual property rights, and will indemnify, defend, and hold REGION 4 and its Members harmless against any claims for infringement of any copyrights, patents, or other infringements related to its activities under this contract.
- .13 The proposal submitted complies with all federal, state, and local laws concerning these types of products or services, and the proposing entity will continue to comply with any applicable federal, state, and local laws related to the proposing entity's activities in connection with this contract.
- .14 The proposing entity will maintain, at the proposing entity's expense, any insurance necessary to protect REGION 4 and its Members from all claims for bodily injury, death, or property damage that might arise from the performance by the proposing entity or the proposing entity's employees or its agents of any service required of the proposing entity under this contract; however, the existence of such insurance will not relieve the proposing entity of full responsibility and liability damages, injury, death, or loss as described or as otherwise provided for by law.
- .15 Neither REGION 4 nor any of its Members shall be liable to the VENDOR for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) in the event that REGION 4 declares the VENDOR in default.
- .16 VENDOR understands that signing the proposal with any false statement is a material breach of contract which will void the submitted proposal or any resulting contracts and subject the VENDOR to removal from all proposal lists, and possible criminal prosecution.
- .17 Unless otherwise provided for in this proposal invitation, any written notice or other communication required by this proposal or by law will be conclusively deemed to have been given and received on the second business day after such written notice has been deposited in the U.S. Mail, properly addressed, and with sufficient postage affixed thereto, provided such notice shall not prevent the giving of actual notice in any other manner. Such notice shall also be deemed to be delivered to Vendor upon sending an email to the Vendor's email address provided in the Vendor's response to the RFP or at such other email address provided by Vendor.

24 EQUAL EMPLOYMENT OPPORTUNITY (EEO) DISCLOSURES

By submission of a proposal, the VENDOR agrees that in the performance of any contract resulting from any award under this proposal, the proposing entity will comply with all applicable equal employment opportunity laws and regulations, including, but not limited to an agreement not to deny any benefit to, exclude from any opportunity, or discriminate in any way against, any applicant, employee, or any other person because of age, color, creed, gender, handicapping condition, marital status, national origin, political affiliation or belief, race, religion, or veteran status.

The proposing entity agrees that during the period of any contract resulting from any award under this proposal invitation will remain, in compliance with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41CFR Part 60).

The occurrence of any prohibited discrimination will constitute VENDOR's breach of contract due to a substantial failure by the VENDOR to fulfill its obligations, whereupon REGION 4 may terminate the VENDOR's contract for cause as provided by section entitled "Non-Performance/Termination of Contract."

25 OWNERSHIP OF AND RIGHTS TO USE COPYRIGHTED MATERIALS

The VENDOR hereby covenants and warrants that the VENDOR is the owner of and/or has full right and authority to use all of the copyrights incorporated in the scope of the work. The VENDOR agrees that the VENDOR will not contest REGION 4's right to use any copyrighted material within the scope of work and that the VENDOR will not contest the validity of any copyright arising out of the scope of work performed in accordance with this agreement. **VENDOR SHALL INDEMNIFY REGION 4 FOR ANY CLAIMS OR DAMAGES ARISING FROM ANY THIRD-PARTY ALLEGATION THAT REGION 4'S USE OF ANY SUCH MATERIALS ARE A BREACH OF SUCH PARTIES INTELLECTUAL PROPERTY RIGHTS.**

26 DISPUTES/VENUE/ATTORNEYS' FEES

This contract shall be governed by REGION 4 ESC and VENDOR shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Texas, except as otherwise provided in this contract or in statutes pertaining specifically to the State. This contract shall be governed by the laws of the State of Texas, and suits pertaining to this contract may be brought only in the courts of the State of Texas in Harris County.

The prevailing party in any adjudication relating to or arising out of this Agreement shall be awarded all reasonable and necessary attorneys' fees and costs.

27 WAIVER

No claims or rights arising out of a breach of this contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

28 INTERPRETATION – PAROLE EVIDENCE

The parties intend this writing as a final expression of their agreement and a complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this agreement. Acceptance of acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Texas Business & Commerce Code is used in this agreement, the definition contained in the Code shall be controlling.

29 RIGHT TO ASSURANCE

Whenever one party to the contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

30 FUNDING OUT CLAUSE (NON-APPROPRIATION)

Renewal of this Agreement or continuation beyond the current fiscal year, if any, will be in accordance with Texas Local Government Code § 271.903 concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this Agreement or obligation imposed on REGION 4 ESC by this Agreement, REGION 4 ESC shall have the right to terminate this Agreement without default or liability to VENDOR resulting from such termination, effective as of the expiration of each budget period of REGION 4 ESC if it is determined by REGION 4 ESC, in REGION 4 ESC's sole discretion, that there are insufficient funds to extend this Agreement. The parties agree that this Agreement is a commitment of REGION 4 ESC's current revenue only. Notwithstanding anything to the contrary in this Agreement, the CENTER is obligated to make payments only as approved each year by the CENTER'S Board of Directors. The CENTER'S Board of Directors retains the right to terminate this Agreement at the expiration of each budget period of the CENTER. To the extent that the CENTER will use federal grant funds to fulfill its obligations under this Agreement, VENDOR acknowledges that federal funds will be used to pay for all or a portion of funds due under this Agreement and that this Agreement is only effective upon receipt of the Notice of Grant Award ("NOGA") by the CENTER from the awarding agency. As such, if the CENTER does not receive sufficient funding for the services provided in this Agreement, the CENTER may terminate this Agreement without penalty or further obligation to VENDOR, at any time upon written notice to VENDOR.

31 RELATIONSHIP OF PARTIES

It is the intention of the parties that VENDOR be an independent contractor and not an employee, agent, joint venturer, or partner of the CENTER. REGION 4 ESC and VENDOR acknowledge that they do not have a continuing relationship, and that this Agreement is intended only to create a limited relationship for the specific purposes of providing the goods and/or services referenced in this Agreement. Neither party shall have any power or authority to bind or commit, or to assume or create any obligation or responsibility on behalf of, the other party in any respect, contractually or otherwise, to any third party. In the event this Agreement requires the VENDOR'S performance of services by VENDOR'S employees, or persons under contract to VENDOR, to be done on REGION 4 ESC property, the VENDOR agrees that all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employees of REGION 4 ESC. In no event shall either party, or any of its respective officers, agents, or employees, be considered the officers, agents, or employees of the other party. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, a joint venture, merger, or any business partnership between the CENTER and either VENDOR or any employee or agent of VENDOR. VENDOR agrees that the CENTER has no responsibility for any conduct of any of VENDOR'S staff, participants, visitors, employees, agents, representatives, personnel, contractors, subcontractors, invitees, or licensees. VENDOR assumes full responsibility for the actions of its staff, participants, visitors, employees, agents, representatives, personnel, contractors, subcontractors, invitees, and licensees while performing any services incident to this Agreement and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholdings), workers' compensation, disability benefits, and like requirements and obligations. As an independent contractor, VENDOR will be solely responsible for determining the means and methods for performing the Services and shall furnish all tools, materials, transportation, and personal incidentals necessary in the performance of the Services. VENDOR shall be responsible for any and all applicable social security and personal income taxes that may become due as a result of any payments made by the CENTER hereunder and VENDOR shall indemnify and hold the CENTER harmless in this regard.

32 INTELLECTUAL PROPERTY

This Agreement shall not be constructed to convey any rights of ownership or any other license, right, title or interest in the other Party's trademarks, copyrights, video programs, curriculum, documents, patents or any other intellectual property.

33 RIGHT TO AUDIT

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 VENDOR'S pricing that is offered 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 VENDOR'S pricing at VENDOR'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.

34 PROPOSAL ACCEPTANCE

The period for acceptance of this proposal will be sixty (60) calendar days unless the VENDOR indicates a different period.

35 PAYMENT

Prior to authorizing payment to Contractor, REGION 4 shall evaluate Contractor's performance using the performance standards set forth in all documents constituting this Contract. Contractor shall provide invoices to REGION 4 for Commodities/Services provided/performed. Invoices must be submitted not later than the 15th day of the month after the Services are completed. No payment whatsoever shall be made under this contract without the prior submission of detailed, correct invoices. Subject to the foregoing, REGION 4 must make all payments in accordance with the Texas Prompt Payment Act, Texas Government Code, Chapter 2251. Payments under this Contract may be subject to the availability of appropriated funds. Contractor acknowledges and agrees that payments for services provided under this Contract may be contingent upon REGION 4's receipt of funds appropriated by the Texas Legislature.

36 LAWS AND REGULATIONS

VENDOR agrees to comply and certifies compliance with, on behalf of itself and any subcontractors (if approved by the CENTER in accordance with this Agreement), and their respective employees, agents, and representatives, all federal, state, and local laws, acts, rules, regulations, and ordinances, as applicable, including, but not limited to the Education Department General Administrative Regulations ("EDGAR"), 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81, and Texas Government Code Chapter 2258. If applicable, VENDOR certifies compliance with all provisions, laws, acts, regulations, rules, and ordinances as detailed in the "Contract Provisions for Non-Federal Entity Contracts under Federal Awards" in Appendix II to 2 C.F.R. Part 200, which is incorporated by reference herein. VENDOR further certifies compliance with all applicable provisions, laws, acts, regulations, rules, and ordinances, including but not limited to those referenced in the CENTER'S Bid Attributes completed by VENDOR, which is incorporated by reference herein. Further, VENDOR agrees to and shall comply with all rules, regulations, policies, procedures, and other requirements of the CENTER and the school campus(es) on which any work is to be performed under this Agreement. VENDOR shall indemnify and hold REGION 4 ESC harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of VENDOR'S obligations under this provision.

37 LAW AND WAGE RATES

In the execution of this contract, the VENDOR shall comply with all applicable local, state and federal laws.

38 DAMAGES

The successful VENDOR will be held responsible for and required to make good, at his own expense, all damages to persons and property caused by carelessness or neglect on the part of their employees.

39 VENDOR ASSURANCE

The VENDOR must supply assurance which warrants that the prompt payment discount terms, delivery terms, distribution allowance, quality and performance of product/services, prices and other conditions/provisions offered in this proposal are the same or better than those offered by the proposing entities most favored customer.

40 VENDOR EXPERIENCE

The VENDOR must be fully prepared with the necessary personnel, materials, machinery and equipment to begin the work promptly and to conduct the work as required in the terms, conditions and specifications of this proposal.

REGION 4 may make investigations as deemed necessary to determine the ability of the VENDOR to perform the work, and the VENDOR shall furnish to the CENTER all information and data as requested. REGION 4 reserves the right to reject any proposal if the evidence submitted by, or investigation of, a VENDOR fails to satisfy REGION 4 that the VENDOR is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

41 PROPRIETARY INFORMATION OR TRADE SECRETS

If any of the information requested is considered to be proprietary or a trade secret belonging to the VENDOR, that information should be filed with the proposal in a separate envelope appropriately designated.

42 SURVIVAL

Expiration or termination of the contract for any reason does not release VENDOR from any liability or obligation set forth in the contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

All applicable software license agreements, warranties or service agreements that are entered into between VENDOR 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 VENDOR shall survive expiration or termination of the Contract. All quotations issued by VENDOR shall survive expiration or termination of the Contract where such quotation is furnished inside of the Contract Period or subsequent renewal.

43 SEVERABILITY

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

44 EDUCATIONAL RECORDS

VENDOR agrees that VENDOR and its employees, agents, and/or representatives may receive access to student information for certain students of the CENTER or its Participating Member pursuant to this Agreement. VENDOR shall secure the confidentiality of all information and records in accordance with

applicable federal and state laws, rules, and regulations, including but not limited to all privacy laws. VENDOR understands that the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, governs the privacy and security of educational records and information, and VENDOR agrees to abide by FERPA rules and regulations, as applicable. Pursuant to the FERPA, the VENDOR must protect the confidentiality of the CENTER, or its Participating Member, student records and shall not release any information without written consent from the CENTER, or its Participating Member, the student's parent/guardian, or eligible student unless required to do so by applicable law. VENDOR further acknowledges that to the extent VENDOR, including but not limited to, VENDOR'S staff, employees, and/or representatives, receives confidential CENTER, or its Participating Member, student information during the performance of duties under this Agreement, VENDOR is considered a "school official" in accordance with FERPA and shall not disclose confidential student information or education records except as otherwise permitted by applicable law. VENDOR shall require its employees and other agents to execute written agreements requiring that such information be kept confidential. The Parties agree to enter into a Data-Sharing Addendum (or similarly titled and intended document) in the event confidential student information is to be shared, as required by applicable law. VENDOR and its employees/ representatives shall at all times abide by applicable laws, including FERPA and the Health Insurance Portability and Accountability Act (HIPAA). VENDOR must destroy any student information received from the CENTER, or its Participating Member when no longer needed for the purposes of the Agreement. VENDOR shall immediately provide notice to the CENTER, or its Participating Member of any violation of the terms of this section. VENDOR shall be solely responsible for any breach of the obligations of this section by any of its employees, agents, representatives, or subcontractors or their employees, agents, or representatives.

45 CENTER'S CONFIDENTIAL INFORMATION

In the course of performing duties under this Agreement, VENDOR may view, obtain, or have access to financial, accounting, statistical, personnel, and other information of a confidential nature concerning students and schools being served by the CENTER and employees of the CENTER or its Participating Member. All such information is confidential and shall not be disclosed, directly or indirectly, to any person other than authorized officials of the CENTER or its Participating Member, either during or after the effective period of this Agreement. VENDOR acknowledges that the CENTER or its Participating Member would be irreparably injured if VENDOR were to disclose such information to third parties not entitled to receive such information or to misappropriate such confidential information for VENDOR'S own purposes or benefit and that money damages would not compensate the CENTER or its Participating Member for such irreparable injury.

46 INVOICING AND PAYMENT

Itemized invoices shall be mailed to the CENTER and directed to the CENTER'S Accounts Payable Department. VENDOR shall submit invoices within a timely manner during the CENTER'S fiscal year in which the good(s) and/or services are purchased, as applicable. Invoices received more than 60 days after the date the work was performed will not be paid by the CENTER. The following requirements apply to invoices submitted for payment:

- .1 One invoice shall be submitted per CENTER Purchase Order.
- .2 Invoice shall bear the following: (a) date of invoice; (b) date(s) of service, if applicable; (c) name of VENDOR; (d) brief description of the item(s), quantity, unit price(s), and extended price(s); (e) if applicable, dates of service(s), including list of services provided daily including dates and amount of time spent performing each service and detailed descriptions of the services provided on each of the dates listed including location where services were provided; (f) VENDOR'S complete mailing address and telephone number.
- .3 Invoice submission shall include any necessary substantiating documentation or information as required by the Agreement; and certification of goods and/or services provided through a signature by a VENDOR company representative.
- .4 Invoice shall reference the CENTER Purchase Order Number.
- .5 Invoice shall be in duplicate.
- .6 Invoice shall only be paid for goods/products/equipment/services delivered and accepted by CENTER

- .7 Advance payment to VENDOR is strictly prohibited unless otherwise determined on a case-by-case basis.
- .8 VENDOR is required to submit to the CENTER a completed IRS Form W-9 for the current tax year and all other forms required by the CENTER (e.g., Felony Conviction Notice, Conflict of Interest Questionnaire, etc.) before payment is rendered.
- .9 In accordance with Texas Government Code §2251.021, payments are due to VENDOR within forty-five (45) days after the later of the following: (1) the date CENTER receives the goods; (2) the date the performance of the service is completed; or (3) the date CENTER receives an invoice for the goods and/or services.

In the event VENDOR presents the CENTER with invoices, statements, reports, etc. that are incomplete, inaccurate or in need of substantial internal research, such action could result in delay of payment. The CENTER will not be responsible for any interest charges and/or late fees because of delayed payment due to time delays caused by inadequate or incomplete information provided in invoices by VENDOR.

VENDOR agrees to pay any subcontractors, if any, the appropriate share of the payment received from the CENTER not later than the tenth (10th) day after the date VENDOR receives the payment from the CENTER. VENDOR shall be responsible for satisfaction of all applicable IRS standards concerning reporting of income and payments to VENDOR'S subcontractors and/or employees, if any. The exceptions to payments made by the CENTER and/or VENDOR listed in Texas Government Code § 2251.002 shall apply to this Agreement. In the event that VENDOR'S personnel begin work before VENDOR receives a valid purchase order and/or the signing of this Agreement, VENDOR agrees that the CENTER is not liable for payment of such services rendered.

In addition to all other rights and remedies that the CENTER may have, the CENTER shall have the right to setoff, against any and all amounts due to VENDOR by the CENTER, whether due under this Agreement or any other agreement between the CENTER (including any division of the CENTER) and VENDOR, any sums to which the CENTER is entitled under this Agreement, as determined by the CENTER in its sole discretion, including, without limitation, sums due by VENDOR to the CENTER as a result of indemnification obligations and/or warranty claims.

47 INDEMNIFICATION, REMEDIES, AND GOVERNING LAW/VENUE

- .1 **TO THE FULLEST EXTENT PERMITTED BY LAW, VENDOR AGREES TO PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CENTER, ITS DIRECTING BOARD MEMBERS, TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, COSTS, FINES, PENALTIES, AND EXPENSES (INCLUDING REASONABLE LITIGATION COSTS AND ATTORNEY'S FEES, INCLUDING APPEALS), FOR WHICH THE CENTER, ITS DIRECTING BOARD MEMBERS, TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, AND/OR REPRESENTATIVES, CAN OR MAY BE HELD LIABLE AS A RESULT OF INJURY (UP TO AND INCLUDING DEATH) TO A PERSON OR PERSONS OR DAMAGE TO PROPERTY, ARISING OUT OF, OCCASIONED BY, OR IN ANY WAY CONNECTED, DIRECTLY OR INDIRECTLY, WITH THE VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (COLLECTIVELY, "CLAIM"), WHETHER OR NOT THE CLAIM ARISES FROM THE NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT, OR VIOLATION OF LAW BY VENDOR, ITS EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS, EXCEPT FOR CLAIMS ARISING ENTIRELY FROM THE WRONGFUL ACTS, OMISSIONS, OR NEGLIGENCE OF THE CENTER, OR ITS AGENTS, EMPLOYEES OR REPRESENTATIVES. ALL OBLIGATIONS AS SET FORTH IN THIS SECTION SHALL SURVIVE THE EXPIRATION, COMPLETION, OR TERMINATION OF THIS AGREEMENT.**
- .2 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the aforementioned indemnification obligation, such legal limitations are made a part of the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.

- .3 Nothing in this Agreement shall be construed to create a claim or cause of action against the CENTER for which it is not otherwise liable, to waive any immunity or defense to which the CENTER may be entitled, or to create an impermissible deficiency debt of the CENTER.
- .4 REGION 4 ESC and VENDOR shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Texas, except as otherwise provided in this Agreement or in statutes pertaining specifically to Texas governmental entities.
- .5 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its provisions on conflicts of laws. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of or relating to this Agreement shall be a court of competent jurisdiction in Harris County, Texas.
- .6 VENDOR hereby assigns the CENTER any and all claims for overcharges associated with this Agreement under the antitrust laws of the United States, 15 USCA Section 1, et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et. seq.

48 QUALITY, WARRANTY, AND SUBSTITUTIONS

In addition to the guarantees and warranties provided by law, by accepting this Agreement, VENDOR hereby expressly guarantees, warrants, and represents that:

- .1 all products/goods and/or services supplied and/or furnished under this Agreement are of high quality, free from all defects in material and workmanship, free from defects in design, meet or exceed and exactly conform in all respects to all terms and requirements of this Agreement (including any drawings, specifications, and/or standards incorporated herein, including, without limitation, those detailed in the procurement solicitation issued by the CENTER) and all applicable REGION 4 ESC specifications and requirements, and are suitable for and will perform in accordance with the ordinary, intended purpose(s) as well as any special purposes specified by REGION 4 ESC, for a period of one (1) year from the date of the CENTER'S acceptance of the goods and/or services or payment of the applicable invoice, whichever is later. All warranties shall survive delivery of the goods and completion of the services; neither the CENTER'S acceptance of, nor payment for, said goods and services shall constitute a waiver or modification of any of the warranties of VENDOR, or the rights of REGION 4 ESC;
- .2 any goods delivered to the CENTER will be new (i.e., previously unused, non-floor model, in their original packaging, and have not been reconditioned, remanufactured, repackaged, returned, damaged, or refurbished), unless otherwise specified;
- .3 all services performed by VENDOR or its subcontractors and all material used on REGION 4 ESC's behalf, will be completely paid for and that there are no materialman's or other liens attached to the goods, products, merchandise, materials, or services which are provided to REGION 4 ESC;
- .4 the goods to be delivered hereunder will not infringe on any valid intellectual property right, including any patent, trademark, trade name, or copyright, and that VENDOR will, at VENDOR'S expense, defend any and all actions or suits charging such infringement and will save REGION 4 ESC, its trustees, agents, and employees, harmless in case of any such action or suit;
- .5 the goods to be delivered hereunder will be manufactured, sold, and/or installed in compliance with the provisions of all applicable federal, state, and local laws and regulations;
- .6 VENDOR shall uphold the manufacturer's standard warranty on any products. This warranty shall provide for replacement of defective merchandise, parts and labor, and include pick-up and delivery from the specified CENTER location effective from the date of delivery. VENDOR shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, as set forth in the VENDOR or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Agreement or the procurement solicitation, if any;
- .7 Substituting without the prior approval of a REGION 4 Member placing the order will constitute a breach of contract by the vendor, which may result in the initiation of actions covered in the section entitled "Non-Performance/Termination of Contract" and the associated financial impacts attached thereto and may jeopardize any future business from the CENTER.; and
- .8 nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of REGION 4 ESC.

- .9 All products provided or installed under this contract must be in the best possible condition and will be subject to inspection, testing, and approval by REGION 4 and its Members.

49 LICENSES AND PERMITS: PERFORMANCE

For the entire effective period of this Agreement, VENDOR represents and warrants that VENDOR (and, if approved by the CENTER, any and all subcontractors): (1) has the experience, qualifications, licenses, and certifications required to provide the goods and/or services pursuant to this Agreement; and (2) shall maintain all required licenses, certifications, permits, and any other documentation and/or authorization(s) necessary to perform this Agreement, including, without limitation, authorizations required by any governing entity(ies), including, but not limited to, the City of Houston, Harris County, the State of Texas, and the like. VENDOR must comply with all state and local building code requirements unless otherwise specifically provided in the REGION 4 ESC's purchase or work order, and VENDOR must pay all fees and charges for connections to outside services and for use of property outside the project site. When required or requested by REGION 4 ESC, VENDOR shall furnish REGION 4 ESC with satisfactory proof of VENDOR'S compliance with this provision.

Further, VENDOR agrees that VENDOR'S goods will be provided, and/or services will be performed, with reasonable care, skill, judgment, and experience in a professional business-like manner, with no direct supervision from the CENTER. VENDOR shall employ only orderly and competent workers, skilled in the performance of the services, if any, which shall be performed under this Agreement. If VENDOR is unable to complete the work in this manner based on the mutually agreed upon timeline, VENDOR shall notify the CENTER'S Director of Procurement in writing.

50 SUPPORT

VENDOR shall provide timely and accurate technical advice and sales support to REGION 4 ESC and REGION 4 ESC staff. VENDOR shall respond to requests for customer support within one (1) business day after receipt of the request. VENDOR shall promptly provide training to REGION 4 ESC staff regarding products and/or services supplied by VENDOR, at no additional charge, if requested by REGION 4 ESC.

51 NO WAIVER OF BREACH

Failure of REGION 4 ESC to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights or remedies provided herein or by law or to properly notify successful VENDOR in the event of breach, or the acceptance of or payment for any goods hereunder shall not release VENDOR from any of the warranties or obligations of this Agreement, and shall not be deemed to waive any right of REGION 4 ESC to insist upon strict performance hereof or any of its rights or remedies as to any such goods, regardless of when shipped, received or accepted, or as to any prior or subsequent default hereunder; nor shall any purported oral modification or rescission of an Agreement, contract or service agreement by REGION 4 ESC operate as a waiver of any of the terms hereof.

52 NO WAIVER OF IMMUNITY

The execution of this Agreement and the performance by the CENTER of any of its obligations hereunder do not, and are not intended to, waive or relinquish, and the CENTER shall not waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to the CENTER, its trustees, officers, employees, or agents under federal or Texas laws. Nothing in this Agreement shall be constructed as creating any personal liability on the part of any trustee, officer, employee, or representative of REGION 4 ESC.

53 PRODUCT RECALLS

VENDOR shall notify the REGION 4 ESC's PROCUREMENT CONTRACT SPECIALIST immediately if a product recall is instituted on any good and/or service VENDOR has delivered or if VENDOR discovers or becomes aware of any quality or other deficiency in the delivered goods and/or services. This requirement shall survive payment and acceptance of the goods and/or services.

54 TEXAS HAZARD COMMUNICATION ACT

It is the policy of REGION 4 ESC to comply with applicable federal law and the Texas Hazard Communication Act, Texas Health and Safety Code Chapter 502. Therefore, it is necessary to require that all suppliers provide REGION 4 ESC with a current and accurate Safety Data Sheet (SDS), if applicable, for all items sold to REGION 4 ESC, including, but not limited to: products which may contain hazardous substances, create hazardous substances as a by-product, cause harmful physical effects, or otherwise be considered hazardous. VENDOR shall be solely responsible to promptly obtain and provide to REGION 4 ESC all necessary SDSs from suppliers of items under this Agreement, as applicable. A separate sheet shall be provided for each individual item (if required) when purchase is made, as well as when the proposal is submitted. The SDSs must conform to the most current requirements of the Hazard Communication Standard issued by the Occupational Safety and Health Administration (OSHA) and codified as 29 CFR Section 1910.1200.

55 HAZARDOUS MATERIALS

In the performance of VENDOR'S services, VENDOR shall not cause any release of hazardous substances, including but not limited to asbestos, or contamination of the environment, including the soil, the atmosphere, or any water course or ground water. VENDOR shall be liable for any claims or damages resulting from such release of or exposures to any such substances as a result of VENDOR'S activities.

56 TEXAS PUBLIC INFORMATION ACT

- .1 The Parties acknowledge that REGION 4 ESC is obligated to strictly comply with the Texas Public Information Act (TPIA), Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. All VENDOR Agreements shall be in compliance with the TPIA.
- .2 All documents exchanged or created in connection with and communications regarding this solicitation or any Agreement with the CENTER are governed by the TPIA.
- .3 Documents submitted and communications regarding a VENDOR'S proposal response to a solicitation may be deemed confidential during the evaluation process, as provided in Texas Government Code, Subchapter C, Section §552.104, "Exception: Information Related to Competition or Bidding."
- .4 The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid and Agreement, and the contractor or VENDOR agrees that the Agreement can be terminated if the contractor or VENDOR knowingly or intentionally fails to comply with a requirement of that subchapter.
- .5 Upon the written request of the CENTER, VENDOR will promptly provide specified contracting information exchanged or created under this Agreement. VENDOR waives any claim against and releases from liability the CENTER, its trustees, officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Agreement or otherwise created, assembled, maintained, or held by either party and determined by the CENTER, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act, Chapter 552, Texas Government Code.
- .6 VENDORS should consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets, or any other proprietary information before responding to this procurement solicitation. Should VENDOR'S response to this procurement solicitation include trade secrets or proprietary information, or other technical information, documentation and/or expertise that the VENDOR considers confidential, VENDOR must either (1) conspicuously mark such information as being confidential or, (2) if the information is delivered in oral form, summarize the information in writing within ten (10) REGION 4 ESC business days and identify it as being confidential ("Confidential Information"). REGION 4 ESC shall not be held liable for disclosure of information that is not conspicuously marked or identified as Confidential Information in accordance with the aforementioned process. All requests to secure trade secrets must be accompanied by factual evidence of potential loss of competitive or economic harm.
- .7 VENDOR shall immediately notify the CENTER if VENDOR receives from any third-party a request for information (including, but not limited to, a subpoena), which pertains to the documentation and records

maintained by VENDOR on behalf of the CENTER pursuant to this Agreement. VENDOR shall provide a copy of such request to the CENTER, unless otherwise prohibited by law.

57 NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to this Agreement.

58 NOTICE

Any notice provided under the terms of this Agreement by either party to the other shall be in writing and may be effected by certified mail, return receipt requested. Notice to either party shall be sufficient if made or addressed to the address listed in the signature line of this Agreement. Each party may change the address to which notice is to be sent to that party by giving notice of such change to the other party by certified mail, return receipt requested.

59 NON-EXCLUSIVITY

Nothing in this Agreement may be construed to imply that VENDOR has the exclusive right to provide the CENTER with goods and/or services. During the effective period of this Agreement, the CENTER reserves the right to use all available resources to procure other goods and/or services as needed, and doing so will not violate any rights of VENDOR. In addition, nothing in this Agreement may be construed to require that the CENTER purchase any specific amount, quantity, or quota of goods and/or services from VENDOR.

60 INTELLECTUAL PROPERTY

VENDOR represents and warrants that it has all intellectual property rights necessary to enter into and perform its obligations in this Agreement.

61 INDEBTEDNESS

VENDOR represents that to the best of its knowledge it is not indebted to the CENTER. Indebtedness to the CENTER may be grounds for termination of this Agreement.

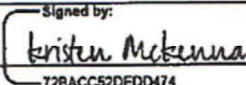
62 FEDERAL GRANT REQUIREMENTS

- .1 All contracts under federal awards must meet federal, state and local requirements.
- .2 The Agreement shall only be effective upon receipt by the CENTER of the Notice of Grant Award (NOGA) from the federal/state awarding agency.
- .3 The Agreement term/period shall be aligned to the grant period of availability, as stated on the NOGA from the federal/state awarding agency (period of availability).
- .4 All services shall be completed during the effective dates of the Agreement.
- .5 All services shall be invoiced monthly after services are received (rather than paid lump sum at the beginning of the period of availability before services are rendered) and shall only be paid upon verification of receipt of services.
- .6 The regulations for procurement in 2 CFR § 200.317-327 shall be followed by REGION 4 ESC in issuing the Agreement.
- .7 All professional services provided under the Agreement will follow the provisions of 2 CFR § 200.459 Professional service costs.
- .8 The Agreement shall identify the funding sources that will be used for the goods and/or services to be provided, including the specific amount and/or percentage of the total contract amount to be charged to each funding source.
- .9 The Agreement shall identify and lists only reasonable, necessary, and allocable services to be provided during the period of availability of the funding sources listed in the Agreement.
- .10 The administrative costs charged to the grant in the Agreement must comply with any limitations for administrative costs for funding sources (if applicable).
- .11 The Agreement shall specify that the invoice provided by the VENDOR will include the list of services provided, dates of services, and location(s) where services were provided during the billing period.
- .12 If the source of funds for this purchase is federal funds, the following federal provisions apply, as

applicable: the Davis-Bacon Act (40 U.S.C. § 276a / 29 CFR Part 5), the Copeland “Anti-Kickback” Act (18 U.S.C. § 874 / 29 CFR Part 5), the Equal Opportunity Employment requirements (Executive Orders 11246 and 11375 / 41 CFR Chapter 60), the McNamara-O’Hara Service Contract Act (41 U.S.C. 351), Section 306 of the Clean Air Act (42 U.S.C. § 1857h), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15), the Contract Work Hours and Safety Act (40 U.S.C. § 3701-3708; 29 C.F.R. Part 5), Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Debarment and Suspension (Executive Orders 12549 and 12689), the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), the Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77, 79, 81-82, 84, 86, and 97-99 (“EDGAR”), mandatory standards and policies contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), and all federal certifications and other requirements of federal law, including but not limited to those included within REGION 4 ESC’s Bid Attributes and those mandated by federal agencies making award(s) of federal funds to REGION 4 ESC. Without limitation to the forgoing, Region 4 has and will comply with all requirements related to contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms, as set forth in 2 C.F.R. § 200.321. Region 4 has and does solicit all qualified small and minority businesses and women’s business enterprises. VENDOR shall comply with 2 C.F.R. § 200.321 in its own sub-contracting practices.

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 on the Deviation Form submitted with the request for proposal.

Company Name Konica Minolta Business Solutions U.S.A., Inc.
Address 1595 Springhill Rd Suite 410
City/State/Zip Vienna, VA 22182
Telephone No. 703-760-3551
Email Address kristen.mckenna@kmbs.konicaminolta.us
Printed Name Kristen McKenna
Director, Government Contracts
Title _____
Authorized Signature 
Signed by: Kristen McKenna
72BACC52DEDD474

Accepted by Region 4 ESC:

Corrected

DS

Initial

Contract No. R241202Initial Contract Term 6/1/2025 to ~~5/31/2028~~ 5/31/2030
Region 4 ESC Authorized Board Member2/25/2025

Date

Linda Tinnerman
Print Name
Region 4 ESC Authorized Board Member2/25/2025

Date

Victor E. White
Print Name

**RFP 24-12 – Digital Workspace Solutions – Attributes****1 CONTRACT DURATION**

The initial term of the Contract is for a period of three (3) years unless terminated, canceled, or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for additional terms up to two (2) years after the end of the initial term or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. In the event the proposal term, including renewals, ends before another proposal is executed, proposal prices and discounts may be extended on a month-to-month basis by mutual consent. Extensions are limited to the lesser of: a) six (6) additional monthly terms, or b) the time which is required to complete a new solicitation for the goods and services provided for in this solicitation. Notwithstanding the foregoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued within the Contract term for a period of up to one year beyond the Contract term.

**I certify compliance with this attribute.*

2 NAME OF INDIVIDUAL COMPLETING THIS PROPOSAL

Kristen McKenna, Director Government Contracts

3 HOW MANY YEARS HAS YOUR BUSINESS OPERATED UNDER ITS PRESENT NAME

21

4 WHAT IS YOUR CURRENT NUMBER OF CUSTOMER ACCOUNTS?

100,000.

5 WHAT ARE YOUR BUSINESS HOURS?

Our core business hours are 8:30am-5:00 PM (local time), M-F, to support our customers effectively. Customers in need of direct order support can email orders for immediate processing or call our hotline at +1 (800) 456-6422 Ext. 2519 between 8:30 AM and 10:00 PM EST to inquire about order status.

We understand that business needs may extend beyond these hours, and we are equipped to provide additional support or services to meet our customers' needs. Our commitment is to ensure seamless operations and responsive service regardless of timing. All calls regarding equipment, supplies,

consumables, software solutions, and help desk support will go through our Konica Minolta Global Client Services (GCS). 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. **6 IS 30**

DAYS AFTER RECEIPT OF INVOICE AN ACCEPTABLE PAYMENT SCHEDULE FOR YOUR BUSINESS?

If YES, type "YES".

If No, describe your payment schedule in the field provided.

YES

7 WHAT IS THE STANDARD LEAD TIME FOR RECEIPT OF PRODUCTS AFTER ORDER IS RECIEVED (ARO), IN DAYS?

Provide your answer in the number of DAYS after receipt of order (ARO).

30 days after receipt of correct order

8 ACCOUNT MANAGER NAME

Please indicate the name of the account manager we should speak to with concerns about the products and/or services in this proposal.

Paul Campana

9 ACCOUNT MANAGER EMAIL

pcampana@kmbs.konicaminolta.us

10 ACCOUNT MANAGER PHONE

(650) 581 -2261

11 PAYMENT REMITTANCE ADDRESS

Atlanta LockBox

Konica Minolta Business Solutions U.S.A., Inc.
Dept. AT 952823
Atlanta, Georgia 31192-2823

Chicago Lock Box

Konica Minolta Business Solutions U.S.A., Inc.
Dept. CH 19188
Palatine, Illinois 60055-9188

Los Angeles Lock Box

Konica Minolta Business Solutions U.S.A., Inc.
Inc. Dept. LA 22988
Pasadena, California 91185-2988

Dallas Lock Box

Konica Minolta Business Solutions U.S.A, Inc.
Dept. 2366 P.O. Box 122366
Dallas, Texas 75312-2366

12 PAYMENT REMITTANCE PHONE

(800) 695-4195

Ext. 313 CONTRACT/PURCHASE ORDER/QUOTE EMAIL

Vendors may choose to have purchase orders emailed to them in PDF format in lieu of having them faxed or mailed. To elect this option, please offer the preferred email address in the accompanying field. This email address will apply to any purchases from your company, so the use of a generic email address is suggested, such as bids@companyname.com or purchaseorders@businessname.com.

corporateorders@kmbbs.konicaminolta.us

14 CONTRACT/PURCHASE ORDER/QUOTE FAX NUMBER, IF APPLICABLE

N/A

If applicable, please provide a fax number to send orders and quote requests.

() -

Ext.

15 REQUIRED REFERENCE QUOTE OR CONTRACT NUMBER, IF APPLICABLE

Enter your quote or contract number and/or any other information our staff would need to provide on the face of purchase orders in order to receive discount percentages and contract pricing.

Purchase Order only transactions (Customer Must Qualify)- The following language must be incorporated into the members or participating entity's purchase order:

This purchase order incorporates the terms and conditions of the Konica Minolta Region 4 Contract No. XXXX specifically those financing terms from the Financing Agreement referenced in Leasing attachments, attached to Contract as Exhibit A (hardware only) or Exhibit B (hardware and maintenance bundled) and Exhibit A-1 (non-appropriation addendum). As set forth in Region4 contract for full terms and conditions that govern and control financing transactions

which we have read and expressly agree to be bound by, as the controlling terms over any preprinted terms stated on this purchase order.

Flexible Leasing and Financing Solutions:

We have included our KMPF Finance Agreements in our bid response. The KMPF Finance agreements are separate and standalone agreements. In the event of any conflicts among the terms or conditions of the Region 4 Contract #XXXX and/or Contract regarding the financing of any Equipment, Product or Services, the Financing Agreement terms shall control.

Several states have recently implemented certain rules requiring specific disclosures as it relates to financing. As of 1/1/2024 there are 5 states, with 14 additional states expected to follow. Due to these disclosures, leasing, while still available, may have slight variations to the origination process, including showing the "Bank" as lessor. As with all leases originating through Konica Minolta, we remain fully obligated to fulfil our contractual commitments under the contract.

Konica Minolta Premier Finance (USA)

We administer financing through our Konica Minolta Premier Finance (KMPF) program. KMPF is the private label leasing program of Konica Minolta. We hold a portion of the transactions we originate internally as leases and rentals. The balance of our transactions is billed and collected by a wide variety of financial services partners from large banks to specialty services providers. Any transaction that we assign, only the rights, title and interest in the equipment portion of a lease payment pass to a partner, with all other contractual obligations remaining with Konica Minolta. All transactions are governed by extensive Operating Agreements designed to protect our customers and ensure a world-class customer experience.

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

1. Dollar Buyout Leases – 24 - 60-month terms (applicable only to Hardware Financing)
 2. True Municipal Finance Programs – 24 - 60-month terms
- Minimum transaction size \$20,000 and the customer must qualify
3. On a case-by-case basis we offer longer lease terms.
 4. Software Only Finance Program – 24 - 60-month term
 5. Purchase Order Only Lease Program (ancillary documents may be required)

16 COMPANY WEBSITE ADDRESS, IF APPLICABLE

[Kmbs.konicaminolta.us](https://kmbs.konicaminolta.us)

17 HOW WERE YOU NOTIFIED OF THIS BID OPPORTUNITY?

In order to verify the efficiency of communication tools used to notify vendors of bidding opportunities, we ask that you provide us with the manner in which you received notification of this request for bid/proposal.

Konica Minolta was notified of the Digital Workspace Solutions RFP 24-12 by an email received from Omnia Partners.

18 REFERENCE 1

County Alameda

Contact Name: Roberto Khamseh

Contact Title: ITD - Manger Client Services

Contact Email: Roberto.Khamseh@acgov.org

Phone: (510) 272-3650

Description of relationship:

600 MFD's, Print Management, Print Production, Wide Format

600 Konica Minolta Printers & Multifunctional units with print management software

Print production devices

Wide format printers

20 REFERENCE 2

Columbus State Community College

Contact Name: Etienne Martin

Contact Title: Director of IT Budgets and Planning

Contact Email: emarti10@csc.edu

Phone: 614-287-5243

Description of relationship:

182 Konica Minolta Printers & Multifunctional units with print management software

Print Shop: 2 - Mono AccurioPress 136, Color AccurioPress C3080 & C3070, KM 808, Color Letterpress

One onsite KM Employee that manages all main campus devices.

22 REFERENCE 3

Los Angeles Community College District

Contact Name: Valencia Moffet

Contact Title: Director of Business Services

Contact Email: moffettv@lacc.edu

Phone: 213-891-2225

Description of relationship:

280 Konica Minolta Printers & Multifunctional units with print management software

24 THE U.S. STATES YOUR PRINCIPAL PLACE OF BUSINESS IS LOCATED.

New York

25 RECIPROCITY

For Businesses not located in Texas: Does your state of residence or incorporation require out-of-state bidders to underbid vendors residing in your state by a prescribed amount or percentage to receive a comparable contract? If Yes, please input that percentage; If No, please leave the adjacent field blank.

No (will leave blank in portal per instructions)

26 PARTIAL AWARD ACCEPTANCE

REGION 4 ESC retains the right to award this contract in such a manner that it receives the best overall value for the goods and/or services requested in this request for proposal or bid, which may include awarding multiple vendors.

*I understand.

27 PURCHASE ORDER POLICY

REGION 4 ESC purchases tangible goods and services through the use of approved Purchase Orders. Vendors are highly discouraged from sending products, and/or performing services without prior receipt of an approved District Purchase Order. While campuses and departments may call for quotes and information, please be advised the District is not obligated to pay for any services and/or products ordered via telephone or email in without the presence of a properly executed Purchase Order.

*I understand.

28 ADDENDA NOTIFICATIONS

Any addenda to this proposal will be issued electronically through this system. It is vendor's responsibility to review addenda upon e-mailed notice and retract/amend their submission as deemed necessary. REGION 4 ESC may choose to mark a proposal received prior to the issuance of an addendum as non-responsive should REGION 4 ESC, in its sole determination, finds the addendum to be of such material change that it warrants such determination. If such proposal is found non-responsive, REGION 4 ESC will not consider the proposal for evaluation or further consideration.

*I understand.

29 GENERAL TERMS AND CONDITIONS

Respondent agrees to comply with the Contract and General Terms and Conditions provided as an attachment to this online bid event. Any deviations to the Contract and General Terms and Conditions may be provided using the procedures set forth in the attribute pertaining to deviations.

*I certify compliance with this attribute.

30 DEVIATIONS TO TERMS AND CONDITIONS

Any Deviation from the RFP documents, including the General Terms and Conditions, Notice to Offeror, or any other document presented with terms for consideration by the proposer MUST be documented and presented on the Deviation Form and attached to this electronic bid event via an electronic upload to the "Response Attachments" tab. In addition to indicating the requested deviations on the form, additional pages may be provided to more thoroughly explain each deviation listed on the Deviation Form.

[*I certify compliance with this attribute.](#)

31 FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1 Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony".

Subsection (b) states "a school district may terminate the agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract".

Subsection (c) states "this section does not apply to a publicly held corporation".

Use the list of values associated with this item to identify your status as it relates to this legal requirement.

[This section does not apply to a publicly held corporation.](#)

32 NAME OF FELON AND NATURE OF FELONY, IF APPLICABLE

If response to previous attribute was "Felon - person/owner IS a convicted felon", vendor shall give the name of the felon and details of conviction.

If you did not answer "Felon - person/owner IS a convicted felon" in the previous question, type "N/A" in the respective field.

[N/A](#)

33 CRIMINAL HISTORY RECORDS REVIEW OF CERTAIN CONTRACT EMPLOYEES

Texas Education Code Chapter §22.0834 requires that criminal history records be obtained regarding covered employees of entities that contract with a school entity in Texas to provide services for that school entity ("Contractors") and entities that contract with school entity contractors ("Subcontractors"). Covered employees with disqualifying criminal histories are prohibited from serving at a school entity. Contractors/Subcontractors contracting with a school entity shall (1) maintain

compliance with the requirements of Texas Education Code Chapter 22 to the school entity; and (2) require that each of their subcontractors complies with the requirements of Texas Education Code Chapter 22. Contractors performing work at a school entity in Texas must comply with these statutes.

Compliance includes providing or causing employees and sub-contractor employees to provide requested information and fingerprinting upon request.

Covered employees: Employees of a Contractor/Subcontractor who have or will have continuing duties related to the service to be performed at a school entity and have or will have direct contact with students. The school entity will be the final arbiter of what constitutes continuing duties and direct contact with students at their school.

[*I certify compliance with this attribute.](#)

34 HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION

Businesses that have been certified by the Texas Building and Procurement Commission (TBPC) or other qualified agency as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this proposal invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Select one of the available options:

OPTION A: My business has NOT been certified as HUB.

OPTION B: I certify that my business has been certified as a Historically Underutilized Business (HUB), and I have/will upload the certification information into the "Response Attachments" Tab located in this online bidding event.

[Option A](#)

35 DISCLOSURE OF INTERESTED PARTIES

Texas state law requires the Disclosure of Interested Parties be filed with a public entity, including regional service centers and school districts, for any contract which:

(1) Requires an action or vote by the governing body; or

(2) Has a value of \$1 million or more; or

(3) For any services provided that would require an individual to register as a lobbyist under TX Gov't Code Chapter 305.

NOTE: This form is not required if the vendor is a publicly-traded business entity, including a wholly-owned subsidiary of the business entity (a company in which ownership is dispersed among the general public via shares of stock which are traded via at least one stock exchange or over-the-counter market).

If you are required by law to submit this form, it must be completed online at the Texas Ethics Commission website. Obtain a numbered certificate and click the link below to access the instructions and to complete this required form. Upon completion, vendors required to submit the form must attach it to the proposal via the "Response Attachments" Tab.

[Click here to complete the form on the Texas Ethic Commission's 1295 Form webpage.](#)

Please note: The District must verify receipt of all required 1295 forms received within 30 days on the Texas Ethics Commission website. This verification does not indicate a contract award. Contract awards will be issued via direct communication from the AISD Purchasing Department. A contract requiring a Disclosure of Interested Parties form is voidable at any time if:

(1) The governmental entity or state agency submits to the business entity written notice of the business entity's failure to provide the required disclosure; and

(2) The business entity fails to submit to the governmental entity or state agency the required disclosure on or before the 10th business day after the date the business entity receives the written notice.

IF UNDER LAW YOU ARE EXEMPT FROM SUBMITTING THIS 1295 FORM, PROPOSERS MUST SUBMIT A DOCUMENT THAT SHOWS PROOF OR PROVIDES EXPLANATION OF THIS EXEMPTION.

THE FOLLOWING CONTRACTS ARE EXEMPT FROM THE REQUIREMENTS OF TEXAS DISCLOSURE OF INTERESTED PARTIES LAWS:

- *A sponsored research contract of an institution of higher education;*
- *An interagency contract of a state agency or an institution of higher education;*
- *A contract related to health and human services if:*
- *The value of the contract cannot be determined at the time the contract is executed; and*
- *Any qualified vendor is eligible for the contract;*
- *A contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;*
- *A contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or*
- *A contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.*

**I certify compliance with this attribute.*

36 CONFLICT OF INTEREST QUESTIONNAIRE

Region 4 Education Service Center (Region 4) is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with Region 4 or who seeks to do business with Region 4 must fill out the new Conflict of Interest Questionnaire (CIQ) if a conflict of interest exists. A conflict of interest exists in the following situations:

- 1) If the vendor has an employment or other business relationship with a local government officer of Region 4 or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
- 2) If the vendor has given a local government officer of Region 4, or a family member of the officer, one or more gifts with the aggregate value of \$100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
- 3) If the vendor has a family relationship with a local government officer of Region 4.

“Vendor” means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. Texas Local Government Code 176.001(7).

“Business relationship” means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. Texas Local Government Code 176.001(3).

“Family relationship” means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. Texas Local Government Code 176.001(2-a).

“Local government officer” means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. Texas Local Government Code 176.001(4).

Individuals serving as a Member of the Board of Directors, the Executive Director, Cabinet Members, and other local government officers may be found at: <https://www.esc4.net/about/about-region-4>.

For additional information on Conflict-of-Interest Questionnaire, and the statutes that mandate it, please visit the following links:

[Texas Local Government Code, Section 176](#)

[Texas House Bill 23](#)

A blank Conflict of Interest Questionnaire is available by clicking:

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>.

If your firm is required to return a completed Conflict of Interest Questionnaire with your proposal submission, use the "Response Attachments" Tab to upload the completed document.

**I certify compliance with this attribute.*

37 ENTITIES THAT BOYCOTT ISRAEL

Pursuant to Chapter 2271 of the Texas Government Code, the Respondent hereby certifies and verifies that neither the Respondent, nor any affiliate, subsidiary, or parent company of the Respondent, if any (the "Respondent Companies"), boycotts Israel, and the Respondent agrees that the Respondent and Respondent Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) Respondent is not a sole proprietorship; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of \$100,000 or more wholly or partially from public funds of the governmental entity.

**I certify compliance with this attribute.*

38 FOREIGN TERRORIST ORGANIZATIONS

Section 2252.152 of the Texas Government Code prohibits Region 4 ESC from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Respondent certifies that it not ineligible to receive the contract.

**I certify compliance with this attribute.*

39 FIREARMS ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATION

Respondent verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

APPLICABILITY: This clause applies only to a contract that: (1) is between a governmental entity and a company with at least 10 full-time employees; and (2) has a value of at least \$100,000 that is paid wholly or partly from public funds of the governmental entity.

EXCEPTIONS: This clause is not required when a state Agency: (1) contracts with a sole-source provider; or (2) does not receive any bids from a company that is able to provide the written verification required by Section 2274.002(b) of the Texas Government Code.

[*I certify compliance with this attribute.](#)

40 ENERGY COMPANY BOYCOTT PROHIBITED

Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) a “company” within the definitions of Section 2274.001(2) of the Tex. Gov’t Code; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of \$100,000 or more wholly or partially from public funds of the governmental entity.

[*I certify compliance with this attribute.](#)

41 CRITICAL INFRASTRUCTURE AFFIRMATION

Pursuant to Government Code Section 2274.0102, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

EXCEPTION: Clause only applies to solicitations and contracts in which the contractor would be granted direct or remote access to or control of critical infrastructure, as defined by Section 2274.0101 of the Texas Government Code, in this state, other than access specifically allowed for product warranty and support purposes.

The Governor of the State of Texas may designate countries as a threat to critical infrastructure under Section 2274.0103 of the Texas Government Code. Agencies should promptly add any country that is designated by the Governor to this clause.”

[*I certify compliance with this attribute.](#)

42 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 the 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.

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

OPTION A: 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.

OPTION B: We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act and these requested exemptions are uploaded into the "Response Attachments" Tab located in this online bidding event.

(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.)

Option A

43 CONSENT TO RELEASE PROPOSAL TABULATION

Notwithstanding anything explicitly and properly declared as Confidential or Proprietary Information to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the District may publicly release, including posting on the public Region 4 ESC and/or OMNIA Partners website(s), a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), unit price(s), hourly labor rate(s), or other specified pricing; and Vendor award notice information.

[*I certify compliance with this attribute.](#)

44 CONTRACTING INFORMATION

If Vendor is not a governmental body and

(a) This Agreement has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by REGION 4 ESC; or

(b) This Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by REGION 4 ESC in a fiscal year of REGION 4 ESC, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is

(1) Related to the purchase or underwriting of a public security;

(2) Is or may be used as collateral on a loan; or

(3) proceeds from which are used to pay debt service of a public security of loan):

"The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to

(1) Preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to REGION 4 ESC for the duration of the Agreement;

(2) Promptly provide to REGION 4 ESC any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of REGION 4 ESC; and

(3) On completion of the Agreement, either

(a) Provide at no cost to AISD all contracting information related to the Agreement that is in the custody or possession of Vendor, or

(b) Preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to REGION 4 ESC.

[*I certify compliance with this attribute.](#)

45 ANTI-TRUST CERTIFICATION STATEMENT

Vendor affirms 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 bid, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and

(4) Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this bid 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.

**I certify compliance with this attribute.*

46 FEDERAL RULE (A) - CONTRACT TERM VIOLATIONS

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR §200.320), 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 federal funds are expended by Region 4 ESC, Region 4 ESC 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.

**I certify compliance with this attribute.*

47 FEDERAL RULE (B) - TERMINATION CONDITIONS

(B) Termination for cause and for convenience by the grantee or sub grantee 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 federal funds are expended by REGION 4 ESC, REGION 4 ESC 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 Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation; (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or REGION 4 ESC. REGION 4 ESC also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if REGION 4 ESC believes, in its sole discretion that it is in the best interest of REGION 4 ESC to do so. The vendor will be compensated for work performed and accepted and goods accepted by REGION 4 ESC as of the termination date if the

contract is terminated for convenience of REGION 4 ESC. Any award under this procurement process is not exclusive and REGION 4 ESC reserves the right to purchase goods and services from other vendors when it is in the best interest of REGION 4 ESC.

[*I certify compliance with this attribute.](#)

48 FEDERAL RULE (C) - EQUAL EMPLOYMENT OPPORTUNITY

(C) 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 FR 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.”

It is the policy of REGION 4 ESC not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or disabling conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Pursuant to Federal Rule (C) and the requirements stated above, when federal funds are expended by REGION 4 ESC on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

[*I certify compliance with this attribute.](#)

49 FEDERAL RULE (D) - DAVIS BACON ACT/COPELAND ACT

(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 federal funds are expended by REGION4 ESC, during the term of an award for all contracts and sub grants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

[*I certify compliance with this attribute.](#)

50 FEDERAL RULE (E) - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(E) (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 federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

[*I certify compliance with this attribute.](#)

51 FEDERAL RULE (F) - RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

(F) If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient 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 REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

**I certify compliance with this attribute.*

52 FEDERAL RULE (G) - CLEAN AIR ACT/FEDERAL WATER POLLUTION CONTROL ACT

(G) The 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 sub grants 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. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with 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 (Pub. L. 94-163, 89 Stat. 871).

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Pursuant to Federal Rule (G) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

**I certify compliance with this attribute.*

53 FEDERAL RULE (H) - DEBARMENT AND SUSPENSION

(H) (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 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 REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor 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 or by the State of Texas. Vendor shall immediately provide written notice to REGION 4 ESC if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. REGION 4 ESC may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless REGION 4 ESC knows the certification is erroneous.

[*I certify compliance with this attribute.](#)

54 FEDERAL RULE (I) - BYRD ANTI-LOBBYING AMENDMENT

(I) (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 REGION 4 ESC, the vendor certifies that during the term and after the awarded term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor 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 by or 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 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 sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients 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 certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. 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.

[*I certify compliance with this attribute.](#)

55 FEDERAL RULE (J) - PROCUREMENT OF RECOVERED MATERIALS

(J) When federal funds are expended by REGION 4 ESC, REGION 4 ESC and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 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 during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (J) above, when federal funds are expended REGION 4 ESC, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

[*I certify compliance with this attribute.](#)

56 FEDERAL RULE (K) - PROHIBITION ON CERTAIN TELECOM AND SURVEILLANCE SERVICE AND EQUIPMENT

(K) Region 4 ESC, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain,

(2) Extend or renew a contract to procure or obtain, or

(3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential

component of any system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

The Respondent certifies that it will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.

[*I certify compliance with this attribute.](#)

57 FEDERAL RULE (L) - BUY AMERICAN PROVISIONS

(L) As appropriate and to the extent consistent with law, REGION 4 ESC has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, including but not limited to iron, aluminum, steel, cement, and other manufactured products, when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. Purchases that are made with non-federal funds or grants are excluded from the Buy American Act.

Vendor certifies that it is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition.

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

[*I certify compliance with this attribute.](#)

58 FEDERAL RULE - REQUIRED AFFIRMATIVE STEPS FOR SMALL, MINORITY, AND WOMEN-OWNED FIRMS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS

When federal funds are expended by REGION 4 ESC, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including:

- 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.

[*I certify compliance with this attribute.](#)

59 FEDERAL RULE - FEDERAL RECORD RETENTION

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.334 for a period of three (3) years after grantees or sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Vendor agrees that REGION 4 ESC, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract.

[*I certify compliance with this attribute.](#)

60 FEDERAL RULE - PROFIT NEGOTIATION

For purchases using Federal funds in excess of \$250,000, REGION 4 ESC may be required to negotiate profit as a separate element of the price. (See 2 CFR 200.324(b)).

When required by REGION 4 ESC, Vendor agrees to provide information relating to profitability of the given transaction and itemize the profit margin as a separate element of the price.

[*I certify compliance with this attribute.](#)

61 FEDERAL RULE - SOLID WASTE DISPOSAL ACT

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 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 during the preceding fiscal year exceed \$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. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014.)

Pursuant to this federal rule, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of all contracts resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in this paragraph.

[*I certify compliance with this attribute.](#)

62 APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant to this procurement action shall be bound by the terms and conditions of this procurement action.

[*I certify compliance with this attribute.](#)

63 COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When REGION 4 ESC expends federal funds for any contract resulting from this procurement process, Vendor 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).

[*I certify compliance with this attribute.](#)

64 INDEMNIFICATION

Acts or Omissions

Vendor shall indemnify and hold harmless Region 4, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract.

Infringements

a) Vendor shall indemnify and hold harmless Region 4 and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense; (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity

a) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR REGION 4 SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

b) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, REGION 4 AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT, VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

[*I certify compliance with this attribute.](#)

Proposer understands that all obligations of Region 4 ESC under the contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the contract may be terminated by Region 4 ESC.

[*I certify compliance with this attribute.](#)

66 SUSPENSION AND DEBARMENT

Respondent certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the contract by any state or federal agency.

[*I certify compliance with this attribute.](#)

67 CHANGE IN LAW AND COMPLIANCE WITH LAWS

Proposer shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the contract to the Region 4 ESC, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the contract. Region 4 ESC reserves the right, in its sole discretion, to unilaterally amend the contract prior to award and throughout the term of the contract to incorporate any modifications necessary for compliance with all applicable state and federal laws, regulations, requirements and guidelines.

[*I certify compliance with this attribute.](#)

68 CREDITS, REBATES, AND DISCOUNTS

If a purchase results in credits, rebates, discounts, the vendor must provide CONTRACTING LEA with a refund of that amount, and all provided refunds must be accompanied by an itemized account of the refunds, with all items bearing the related the sales order, invoice number, or other identifying value from which the rebate, refund, or credit is derived. This includes processed USDA Foods products. Refunds accrued should be provided back to CONTRACTING LEA within one month of vendor's receipt. Not properly crediting back these monies may result in termination of the contract, as well as retainage of pending payments up to the sum of the rebates, credits, discounts, and USDA Foods values. CONTRACTING LEA reserves the right to audit the information necessary to determine the value of any pending credits due.

[*I certify compliance with this attribute.](#)

69 ANTI-DISCRIMINATION CERTIFICATION

Vendor certifies that it shall be in compliance with Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities where applicable, which prohibits discrimination of all eligible program participants on the basis of age, color, disability, national origin, race, and gender.

[*I certify compliance with this attribute.](#)

70 ADHERENCE TO HEALTH AND SAFETY CERTIFICATIONS, LICENSING, AND REGULATIONS

Vendor certifies it shall, as applicable, obtain, meet, or exceed all applicable local, state, and federal health and safety certifications, licensing, or regulations which include, but are not limited, to facility use, food establishment, and authorized providers.

[*I certify compliance with this attribute.](#)

71 HACCP-BASED FOOD SAFETY PLAN

Does your company implement a HACCP (Hazard Analysis Critical Control Point) based food safety plan? A HACCP Plan for your company should consist of policies and procedures related to the following topics:

1. Hazard analysis
2. Critical Control Points established, and limits set
3. Planned procedures in place to correct processes when deviation may occur
4. Detailed and accurate record keeping
5. Verification procedures
6. Equipment installation and maintenance
7. Master cleaning and sanitation schedule
8. Orientation for all employees
9. Ongoing training on food safety and HACCP procedures
10. Separation of food and chemical products
11. Time/temperature monitoring
12. Refrigerated dock receiving and loading
13. Pest control
14. All food safety plan documentation and monitoring logs must be made available upon request.

If the answer to this question is No, vendor must plan to implement a HACCP-based food safety plan prior to start of contract, and such date must be provided in the SUPPLIER NOTES section of this proposal. Failure to implement this plan within 10 days of the contract start date may result in proposal disqualification or revocation of award.

If you are not bidding on food or beverage items, indicate by selecting "Not applicable - non-food items" from the options provided.

[\[Not applicable - non-food items\]](#)

72 Provide equipment manufacturer, equipment types and discounts off published list price.

[Konica Minolta has provided detailed pricing and discount structures in the bid pricing documentation included with this submission. These documents include comprehensive details](#)

on pricing structures, discount percentages, and applicable terms and conditions. While the base discount structure aligns with the contract documentation under the Region 4 agreement, additional discounts may be available depending on the size and scale of the opportunity.

Our offerings are complemented by robust financing and leasing options through Konica Minolta Premier Finance (KMPF), which enhance the value and flexibility of solutions. These options enable participating entities to acquire necessary equipment while optimizing budgets and mitigating the risks associated with technological obsolescence.

Pricing and Discount Ranges:

Konica Minolta MFD Main Unit Hardware Range – (58% - 71%)

Konica Minolta Printers Hardware Range – (18% - 56%)

Konica Minolta Accessories Range – (19% - 29%)

3rd Party Accessories Range - (0% - 29%)

Consumables Range – (0% - 9%)

3rd Party Products (interactive technology products, wide format printers, professional services, software, scanners, etc.) Range - (0% - 4%)

73 Define any freight charges.

Konica Minolta has incorporated all standard delivery into our proposal. Some third-party products require delivery charges due to size, weight, or complexity. These charges are clearly indicated on our price list.

Freight charges for deliveries to Alaska, Hawaii or any offshore locations are additional. If premium routing is requested, the additional charge will be itemized separately on Konica Minolta's invoice on an Open Market basis.

74 Describe how Offeror responds to emergency orders.

Response to Emergency Orders

Konica Minolta's Commitment

Konica Minolta is dedicated to addressing emergency orders with precision, efficiency, and urgency to meet our customers' critical needs. Our established procedures ensure expedited processing and timely delivery for rush or emergency orders.

1. Rush Delivery Requests

Prioritization: Emergency orders are flagged as "rush" in our system at the time of submission. This ensures these orders are prioritized within our order queue.

Integrated Approach: Our seamless coordination between Headquarters, Regional Distribution Centers, and local administrators mobilizes multiple teams to expedite the process.

2. Expedited Order Processing Workflow

Immediate Upload: Upon receiving the customer's request, the sales representative uploads the order into our system, marking it as a priority.

Priority Handling: The administrative team reviews and processes flagged orders immediately, ensuring accuracy and compliance with contractual requirements.

System Integration: Orders are processed in our SAP system, enabling real-time tracking and coordination of inventory, shipping, and delivery schedules.

Timely Shipment: After inventory confirmation, a serial number is assigned, and the device is prepared for shipment. Shipping and invoicing details are promptly communicated to the customer.

On-Site Coordination: Local representatives coordinate delivery, installation, and training with the end user. A technician is available to begin setup within four hours of delivery, minimizing downtime.

3. Customer Support for Emergency Orders

Direct Support: Customers can email orders for immediate processing or call our hotline at +1 (800) 456-6422 Ext. 2519 between 8:30 AM and 10:00 PM EST to inquire about order status.

Dealer Network: Where authorized, our dealer network can also accept and process emergency orders directly, further enhancing responsiveness.

4. Collaborative Team Effort

Interdepartmental Coordination: Collaboration across departments, including the Public Sector Contract Team, ensures compliance and efficiency.

Issue Resolution: Orders requiring revision are promptly flagged and returned to the originator for resolution.

By adhering to this structured yet flexible approach, Konica Minolta ensures emergency orders are processed and delivered with the highest level of customer service, effectively meeting the urgent demands of our valued partners.

75 What is Offeror's average Fill Rate?

Our average fill rate ensures reliable and timely delivery, with most products delivered within **30 business days** from the receipt of a complete and accurate purchase order.

76 What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.

Konica Minolta is proud of its strong record of delivering equipment and supplies on time, supported by a robust logistics network of warehouses strategically located across the United States. This infrastructure enables us to ensure timely and efficient delivery of devices and supplies to our customers.

History of Meeting Shipping and Delivery Timelines

- **Standard Delivery Timelines:**

- Products in stock are typically delivered within **30 business days** after receipt of complete and accurate order (ARO).

- **Collaborative Scheduling:**

To meet the unique needs of each Region 4 member, we work closely with customers to establish mutually agreeable delivery schedules at the time of order placement. This collaborative approach ensures that equipment is delivered when and where it is needed, without unnecessary delays.

- **Readiness for Immediate Use:**

As an integrated software and hardware solutions provider, we deliver fully operational units that are configured, tested, and ready for immediate use upon installation, minimizing any potential downtime for our customers.

By leveraging our extensive network, proven processes, and focus on customer satisfaction, Konica Minolta demonstrates a strong history of meeting and exceeding delivery expectations for Region 4 members and other valued partners.

77 Describe Offeror's return and restocking policy.

Return and Restocking Policy

Non-Defective Returns:

- Returns must be in original packaging and factory sealed where applicable.
- Returns are subject to a minimum 15% restocking fee
- Items must be shipped within 30 days of the original invoice

Defective Returns:

- Defective items must be reported immediately upon receipt
- For defective OEM products, you may need to contact the manufacturer directly

Customer Order Errors:

- Products ordered in error can be returned, but a 15% restocking fee will apply
- Items must be in original packaging and factory sealed

Shipping Errors:

- If a shipping error occurs due to Konica Minolta, they will take the product back without a restocking fee

Return Authorization: All returns must have an approved Return Authorization number (RA#).

78 Describe Offeror's ability to meet service and warranty needs.

Konica Minolta's Ability to Meet Service and Warranty Needs

Konica Minolta is fully committed to meeting the service and warranty needs of our customers through a robust nationwide support infrastructure and customer-centric processes. With **120 Direct Branch Sales Offices** and **260 Authorized Dealers**, we ensure consistent, high-quality service delivery across the United States.

Comprehensive Service Model

Our **Global Client Services (GCS)** operates 24/7/365, serving as the central hub for all service-related needs. This includes handling equipment, supplies, software solutions, and technical support requests. GCS supports customers in English, French, and Spanish, and includes TTY capabilities for the hearing impaired.

Our service model is designed for reliability and efficiency:

- **Escalation Process:** A multi-phase escalation process ensures quick identification and resolution of issues. If problems cannot be resolved remotely, on-site support is provided promptly.
- **Integrated Workflow:** Service notifications are logged in SAP for tracking and resolution. This ensures transparency and allows for detailed updates at every stage of the process.
- **Parts Availability:** Replacement parts are readily available through our Service Operations team, minimizing downtime and ensuring rapid repairs.

Customer One Guarantee

The **Customer One Guarantee** highlights our confidence in the quality and reliability of Konica Minolta products. This comprehensive warranty program offers:

- **Equipment Replacement:**
 - Within the first two years, we replace units that fail to meet factory specifications with brand-new models.
 - After two years, the replacements will be either new or refurbished units that meet our rigorous standards.
- **Additional Benefits:** Customers receive a \$1,000 credit toward their next Konica Minolta MFP purchase in the event of a warranty replacement.

Warranty Coverage

Our warranty includes parts and labor for five years under normal use conditions (18 hours/day, 6 days/week). During this time, Konica Minolta-certified technicians provide all necessary maintenance and repairs to ensure optimal performance.

Service and Warranty Performance

To ensure service excellence, Konica Minolta employs a proactive approach:

- **Preventive Maintenance:** Regularly scheduled maintenance reduces the likelihood of equipment issues.
- **Rapid Response:** Our service teams prioritize customer satisfaction by addressing issues quickly, minimizing disruption.
- **Periodic Reviews:** Regular account reviews enable us to evaluate performance, discuss service trends, and identify opportunities for improvement.

Seamless Customer Experience

Konica Minolta emphasizes a collaborative approach, working closely with customers to meet unique needs. Whether providing on-site service, warranty replacements, or addressing escalations, our service teams deliver responsive, reliable, and customer-focused support.

By combining a robust infrastructure, proven processes, and unwavering commitment to quality, Konica Minolta ensures that our customers' service and warranty needs are met efficiently and effectively throughout the lifecycle of their products.

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

Konica Minolta's Customer Service and Problem Resolution Process

Konica Minolta is committed to providing exceptional customer service through a robust support infrastructure, proactive communication, and advanced technical expertise. Our problem resolution process ensures seamless handling of customer inquiries, technical issues, and service escalations.

Customer Service and Support Infrastructure

- **24/7 Global Client Services (GCS):** Operating around the clock, our GCS serves as the central hub for handling customer inquiries, technical support, and service requests. Customers can contact GCS via a toll-free number or online at mykmbs.com. Support is

available in English, French, and Spanish, with TTY capabilities for hearing-impaired users.

- **On-Site Support:** Dedicated account representatives and branch/dealer personnel are available for on-site visits to address service issues, order discrepancies, and invoice disputes. These representatives act as primary points of contact, providing personalized support and escalation management.

Proactive Problem Resolution

Konica Minolta employs a multi-phase escalation process to resolve issues efficiently:

1. **First-Level Support:** Factory-trained technicians provide on-site support for hardware, software, and network issues. These technicians are equipped with extensive training, certifications, and access to Konica Minolta's technical knowledge base.
2. **Second-Level Support:** The Systems Solutions and Development Division (SSD) provides additional support for unresolved issues, analyzing data trends and escalating concerns to appropriate departments for resolution.
3. **Third-Level Support:** Complex cases are escalated to Konica Minolta Professional Services (KMPS), staffed by certified engineers with expertise in network design and integration. KMPS engineers provide on-site support for anomalies and advanced technical challenges.

Advanced Tools and Technology

Konica Minolta invests heavily in technology to enhance communication and efficiency. Service technicians are equipped with wireless-connected laptops and direct-connect cellular phones, allowing instant access to technical resources and real-time problem resolution tools.

Periodic Account Reviews (PARs)

To maintain transparency and optimize service, we conduct **Periodic Account Reviews (PARs)** quarterly during the first year of a contract and as needed thereafter. These reviews assess service performance, device utilization, and customer satisfaction, enabling collaborative strategy adjustments to enhance operations.

Order Management and Escalation Process

We prioritize customer satisfaction by maintaining a structured order escalation process:

- All escalated issues are logged and tracked in SAP for accountability and resolution updates.
- Service notifications are triaged by advisors who coordinate on-site support if necessary.
- Issues are resolved with urgency and documented for continuous improvement.

Commitment to Quality and Satisfaction

Konica Minolta emphasizes quality control and customer satisfaction through:

- Continuous staff training and monitoring of service standards.
- Implementation of proactive measures to address potential issues.
- The **Customer One Guarantee**, which ensures equipment replacement or a \$1,000 credit for units that fail to meet specifications.

This comprehensive approach ensures that customers receive reliable, responsive, and high-quality support, reinforcing Konica Minolta's commitment to excellence.

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

Konica Minolta readily accepts and supports the use of procurement cards for ordering hardware and chargeable supplies. P-card transactions will incur a surcharge to the member when payment is processed via P-card. This charge covers the fees assessed by the individual credit card companies. This fee is subject to change. We encourage Sourcewell members to pay by ACH, bank debit, or check to avoid the surcharge.

Konica Minolta's invoicing process is managed by dedicated Administrative Teams based in Ramsey, New Jersey. These teams meticulously review all purchase orders to ensure accuracy before entering them into our SAP system for efficient processing and invoicing. This structured approach guarantees accurate, timely, and seamless invoicing for our customers. Standard payment terms are **Net 30 days**, meaning payment is due within 30 days of the invoice date. Late payments may incur a late fee assessed by Konica Minolta.

81 Describe Offeror's contract implementation/customer transition plan.

Konica Minolta's Contract Implementation and Customer Transition Plan

Upon completing an order with a new customer, the implementation process begins based on a mutually agreed-upon installation date. Implementation procedures vary depending on the type of equipment, solutions, or services being provided. However, all implementation plans are customized to meet customer specifications and requirements as outlined in the agreement and will require customer approval before execution.

For large-scale implementations, our **Regional Engagement Teams**—comprising Program and Project Managers—will develop a detailed deployment strategy and schedule. This process starts with a collaborative planning meeting with the customer's deployment team to ensure a seamless transition while minimizing any disruption to end users.

When applicable, transitions to the Region 4 contract will be conducted based on factors such as contract type, pricing, and customer needs. Konica Minolta evaluates each situation to determine whether transitioning customers to the Region 4 contract will provide mutual benefits, ensuring both the company and the customer achieve the best possible outcomes.

82 Describe the financial condition of Offeror.

Konica Minolta Business Solutions U.S.A., Inc. is a private \$2B corporation, and is wholly owned by Konica Minolta Holdings U.S.A. Inc., a subsidiary of Konica Minolta Inc. headquartered in Japan, a \$7.4B corporation, of which 51.1% is represented in Digital Workplace Business. The following is our Dun & Bradstreet D-U-N-S® number for Konica Minolta Business Solutions USA, Inc.: 06-124-0565.

We have included a Dun and Bradstreet report, as well as the past three year's annual reports and audited financial reports for Konica Minolta.

83 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's Website Capabilities and Functionality

Konica Minolta offers an intuitive and robust online platform, **MyKMBS.com**, designed to simplify and streamline the management of your Konica Minolta fleet. This user-friendly website provides a comprehensive suite of capabilities, enabling seamless ordering, returns, and reporting for users at all levels.

Ease of Use and Availability

- **24/7 Access:** MyKMBS.com is accessible anytime, day or night, providing customers with the flexibility to manage their accounts and fleet at their convenience.
- **Secure Login:** Users establish secure credentials during account setup, ensuring data privacy and protection.
- **Intuitive Navigation:** The platform is designed for ease of use, offering straightforward menus and streamlined workflows.

Website Capabilities

1. Online Ordering:

- a. Users can order supplies, equipment, and consumables directly through the website.
- b. Orders can be tracked in real time, from the warehouse to delivery.
- c. After an order is placed, customers receive prompt acknowledgment, including an order summary, expected delivery date, and support contact information.

2. Fleet Management:

- a. View and manage detailed fleet information, including installation dates, service contract coverage, and exact equipment locations.
 - b. Generate comprehensive reports, such as:
 - i. **Fleet Uptime Performance**
 - ii. **Devices by Location**
 - iii. **Service Call History**
 - iv. **Meter Read History**
 - c. Reports are downloadable in Microsoft Excel format for ease of analysis and record-keeping.
3. **Service Requests:**
 - a. Customers can submit service calls with just a few clicks.
 - b. The assigned technician receives instant notifications, ensuring prompt response.
 - c. Customers receive email confirmations with call details and estimated time of arrival (ETA).
4. **Meter Read Submissions:**
 - a. MyKMBS.com sends email reminders when meter reads are due, ensuring timely and accurate submissions.
 - b. Meter reads can be entered at any time, offering unmatched convenience.
5. **Invoice Management:**
 - a. Users can view open receivables and securely pay invoices online using credit cards.

Advanced Features

- **Customized Reporting:** Generate tailored reports to track fleet performance, response times, average monthly volume, and other metrics critical to operational efficiency.
- **Workflow Optimization:** Integration with document management and print management software to streamline procurement and reduce costs.
- **Order Returns:** Easily initiate return requests and track their progress through the platform.

Customer Support

MyKMBS.com is supported by Konica Minolta's **Global Client Services (GCS)** team, available **24/7/365** to assist with order inquiries, technical support, and troubleshooting. Support options include:

- **Live Chat:** Immediate online assistance for accounts or technical issues.
- **Phone Support:** Contact the customer support team at **+1 800-456-5664**.
- **Email Support:** Reach out to KMCares@kmbs.konicaminolta.us for any inquiries.

Associated Software Packages and Technologies

In addition to MyKMBS.com, Konica Minolta offers advanced software solutions to enhance order management and reporting, including:

- Document management tools.
- Workflow automation software.
- Integrated print management systems.

Konica Minolta's online platform, combined with these capabilities, ensures a reliable and efficient experience for Region 4 Members, empowering customers to manage their fleet, orders, and reports with ease.

Website Link for Review: [MyKMBS.com](https://mykmbs.com)

84 Describe the Offeror's safety record.

Konica Minolta's Safety Record

Konica Minolta prioritizes safety and sustainability across all aspects of its operations, ensuring a safe environment for customers, employees, and the community. Our commitment to safety is supported by rigorous protocols, transparent communication, and adherence to international safety standards.

Product Safety

- **Safety Data Sheets (SDS):** Comprehensive Safety Data Sheets are provided for all products, offering detailed guidance on safe usage, storage, disposal, and regulatory compliance. These documents empower users with the knowledge needed to handle our products safely.
- **Non-Hazardous Classification:** Konica Minolta's toner products are classified as non-hazardous under major safety regulations. Despite this classification, we implement strict handling and storage guidelines to mitigate any risks, such as the rare potential for dust explosions involving finely divided organic powders.
- **Proactive Disclosure:** We actively disclose product safety information to ensure customers can use our products with confidence, meeting our responsibility to society and fostering trust.

Workplace Safety

- **Safety Audits:** Regular safety audits are conducted to identify and address potential hazards, ensuring continuous improvement in our safety practices.
- **Employee Training:** Comprehensive training programs equip our employees with the knowledge to uphold safety standards and respond effectively to potential risks.

- **International Standards:** We adhere to globally recognized safety standards, reinforcing a culture of safety across our operations.

Commitment to Continuous Improvement

Konica Minolta's strong safety record reflects our dedication to maintaining high safety standards while continually enhancing our practices. By proactively managing risks and prioritizing transparency, we create a safer environment for all stakeholders.

- 85** 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 established in 2003 through the merger of two renowned imaging technology companies: **Konica Co.**, founded in 1873, and **Minolta Corp.**, established in 1928. The merger united their industry-leading expertise in printing, optics, and imaging technology, creating a global powerhouse dedicated to innovation and excellence.

Konica Minolta's U.S. operations date back to 1959, and the company is incorporated in the State of New York. Its corporate headquarters are located at:

**100 Williams Drive
Ramsey, NJ 07446**

With over 65 years of experience in the copier and imaging industry, Konica Minolta has built a reputation as a leader in delivering comprehensive solutions, including multifunctional printers (MFPs), managed print services (MPS), enterprise content management, and IT services. Our products and services are designed to enhance the quality of images, the tools for creating them, and their application, helping customers achieve greater efficiency, productivity, and collaboration.

Our Vision and Philosophy

Rooted in our core philosophy, Konica Minolta seeks to innovate for the good of society and create high-quality solutions that exceed expectations. We aim to be a company vital to humanity, providing exciting and meaningful innovation.

Core Values:

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

As a global organization, Konica Minolta operates in over 150 countries, supported by approximately 40,000 employees worldwide. Our history of innovation and strong business foundation positions us as a trusted partner, delivering game-changing technologies and exceptional service to our clients.

86 Describe Offeror's reputation in the marketplace.

Konica Minolta's Reputation in the Marketplace

Konica Minolta Business Solutions U.S.A., Inc. is a global leader in enterprise content management, print transformation, and digital workplace solutions. With over 150 years of innovation, the company has established a strong presence across federal, state, and local governments, as well as partnerships with Fortune 1000 companies and small to mid-sized businesses. Known for its unwavering commitment to customer satisfaction, innovation, and sustainability, Konica Minolta consistently earns recognition as an industry benchmark.

The company's leadership extends to technological innovation, environmental sustainability, and digital transformation. Konica Minolta has been ranked **#1 in Customer Loyalty** in the MFP Office Copier Market by Brand Keys for 17 consecutive years, demonstrating its reliability and dedication to customer satisfaction. Additionally, its inclusion on the **Dow Jones Sustainability World Index** for nine consecutive years highlights its commitment to sustainable business practices.

Key Recognitions and Awards

- **#1 in Customer Loyalty** in the MFP Office Copier Market (Brand Keys, 17 consecutive years).
- Listed on the **Dow Jones Sustainability World Index** for leadership in environmental and economic dimensions (9 consecutive years).
- Recognized among the **Top 100 Global Innovators** (Clarivate, 2024).
- Named to the **CRN Tech Elite 250** (2024).
- Featured in the **Global 100 Most Sustainable Companies** at the World Economic Forum.
- **RobecoSAM Sustainability Gold Class** award recipient, reflecting leadership in corporate sustainability.
- Achieved a **position on the Japan 500 Climate Disclosure Leadership Index** for transparency in carbon emissions and energy use.
- Ranked first in the **Nikkei Environmental Management Survey** in the manufacturing sector.

Commitment to Innovation and Sustainability

Konica Minolta's innovation-driven philosophy focuses on delivering solutions that address customer needs while fostering a high-quality and sustainable society. The company's **Intelligent Connected Workplace** framework helps businesses streamline operations, improve workflows, and enable digital transformation with 24/7 access to data and enhanced security.

Through continuous improvement and alignment with global standards, Konica Minolta has earned its reputation as a trusted partner, offering cutting-edge solutions and industry-leading customer support.

87 Describe Offeror's reputation of products and services in the marketplace.

Konica Minolta's Reputation for Products and Services in the Marketplace

Konica Minolta is widely recognized for delivering high-quality products and exceptional services that drive innovation and efficiency across industries. As a leader in enterprise content management, print transformation, and IT solutions, Konica Minolta consistently receives accolades for its cutting-edge technology, reliability, and customer-focused approach.

The accolades below underscore Konica Minolta's commitment to innovation, sustainability, and customer satisfaction.

Konica Minolta Corporate Awards

- **CRN 2024 Channel Chiefs** – Laura Blackmer (from CRN)
- **Top 10% Most Sustainable Companies** – Sustainable Yearbook 2024 (from S&P Global)
- **CRN Tech Elite 250** (from CRN) 2024
- **Top 100 Global Innovators 2024** (From Clarivate)
- **#1 in Customer Loyalty in the "MFP Office Copier" 2024** (17 Consecutive years) (from Brand Keys)
- **Global 100** - Listed among the most sustainable corporations in the world at the World Economic Forum in 2023
- **Dow Jones Sustainability World Index**
 - Highest Score in Economic and Environmental Dimensions in the Sector
 - DJSI World – nine consecutive years
 - DJSI Asia Pacific – twelve consecutive years
- **RobecoSAM** - Awarded Sustainability Gold Class; a global distinction for corporate sustainability, for two consecutive years by RobecoSAM, an investment specialist focused exclusively on Sustainability Investing, based in Switzerland. Konica Minolta is the only company in the Computers & Peripherals and Office Electronics sector that was awarded Gold Class distinction.
- **Carbon Disclosure Project (CDP)** - Awarded a global leadership position on the Climate A List by CDP for disclosing extensive carbon emissions & energy data—exemplifying a high level of transparency, for the seventh time. CDP is an international not-for-profit organization engaged in activities to realize a sustainable economy.
- **Brand Keys**
 - #1 Brand for Customer Loyalty in the MFP Office Copier Market by Brand Keys for seventeen consecutive years

- Recognized as a brand leader on the prestigious Brand Keys 2024 Loyalty Leaders List.
- **Channel Futures MSP 501** - Named one of the world's top-performing managed service providers in the prestigious 2024 Channel Futures MSP 501 rankings.

Product Recognition

- **Buyers Laboratory LLC**
 - Awarded BLI 2024 Inaugural BLI Color Consistency Awards for A3 Device Families

88 Describe if distributors/dealers/resellers/subsidiaries/partners ("affiliates") will be used to fulfill the contract. Submit a list of those affiliates authorized to sell under the proposed contract.

Where and how does Offeror propose to maintain an authorized affiliate list so it may be accessed by Participating Agencies? How often does the supplier propose to update the affiliate list? Confirm the Offeror reviews the financial health, debarment status and overall general capacity of authorized affiliates. Offerors who use authorized affiliates are responsible for ensuring authorized affiliates are performing in accordance with the contract.

Use of Affiliates to Fulfill the Contract

Konica Minolta proposes to utilize a network of authorized affiliates, including distributors, dealers, and resellers, to effectively fulfill the contract requirements. These affiliates are carefully selected based on their ability to align with Konica Minolta's high standards of quality, reliability, and customer service. Upon contract award, a detailed list of authorized affiliates approved to sell under the proposed contract will be provided. Our products and services are offered nationwide by more than 120 direct branch sales locations, and by approximately 260 Konica Minolta authorized dealers (affiliates). This network is responsible for both the sales and service of placed products and services. We have over 813 representatives nationally to support this contract with our direct branches, and over 10,000 authorized dealer employees.

Maintenance of the Authorized Affiliate List

Konica Minolta maintains an up-to-date, centralized list of authorized affiliates, which will be made accessible to Participating Agencies via a secure portal. This portal provides real-time access to the most current list of affiliates, along with relevant contract terms and conditions. Authorized affiliates are also provided with launch materials and contract updates through this portal, ensuring they stay informed and compliant.

Affiliate List Updates

The affiliate list will be reviewed and updated **quarterly** or as needed to ensure accuracy. Updates will include the addition of newly authorized affiliates, removal of inactive affiliates, or

changes to affiliate statuses. Notifications of updates will be provided to Participating Agencies to ensure they have access to the most accurate information.

Please see attached Authorized Dealer List attached.

Financial Health and Capacity Review

Konica Minolta conducts regular evaluations of its affiliates to ensure their continued eligibility and capability to fulfill the contract. These reviews include:

- **Financial Health:** Verifying stability to prevent disruptions in service delivery.
- **Debarment Status:** Ensuring compliance with government regulations.
- **Capacity Assessment:** Evaluating operational readiness, including technician training, service infrastructure, and inventory management.

This rigorous vetting process ensures that all affiliates are capable of meeting the operational, financial, and service standards required under the contract.

Responsibility for Affiliate Performance

Konica Minolta is fully responsible for ensuring that all authorized affiliates adhere to the terms and conditions of the contract. Each affiliate is contractually bound to meet the requirements outlined in the Master Agreement and their respective Dealer Participation Agreement (DPA). These agreements include detailed Service Level Agreements (SLAs), performance metrics, and remedies for non-compliance.

To ensure consistent performance, Konica Minolta:

- **Monitors Affiliate Compliance:** Regular performance reviews are conducted to ensure adherence to service and operational standards.
- **Implements Corrective Actions:** Affiliates failing to meet contractual obligations are required to take corrective measures. Persistent issues may lead to removal from the authorized list.
- **Provides Ongoing Training and Support:** Affiliates receive initial launch packages, regular training sessions, and quarterly follow-ups to align with contract expectations.

Service and Operational Standards

Affiliates are required to:

- Stock adequate supplies and spare parts to ensure prompt service.
- Maintain detailed service records for all placements and service calls.

- Train technicians to meet Konica Minolta's service standards and attend periodic updates.

Konica Minolta's secure portal and Government Contracts Division provide ongoing support to affiliates, ensuring they have the resources necessary to comply with all contract requirements.

89 Describe the experience and qualifications of key employees.

Experience and Qualifications of Key Employees

The Konica Minolta team is composed of highly experienced professionals who bring advanced expertise and tailored solutions to public sector agencies. Our dedicated team ensures optimal functionality and user satisfaction, leveraging decades of industry knowledge and best practices.

Marc Biga, National Sales Director, Public Sector

Marc Biga serves as the National Sales Director for Public Sector at Konica Minolta. His primary responsibilities include leading sales strategies to address public sector challenges through technology, encompassing print management, document management, physical security, cybersecurity, and other IT products and services. With **21 years of industry experience**, including **16 years focused on public sector organizations and contracts**, Marc brings deep expertise to this role. For this contract, he will oversee sales strategies, ensure contractual sales compliance, and provide executive-level issue resolution.

Paul Campana, Regional Sales Director, Public Sector

Paul Campana is the Regional Sales Director for the Public Sector in California. He manages all public sector accounts in the state, leveraging **32 years of industry experience**, including **14 years at Konica Minolta**. Paul specializes in serving major public sector accounts and will play a key role in contract management, leading sales engagements, and serving as an escalation point for issue resolution.

Kristen McKenna, Director Government Contracts

Kristen McKenna has 27 years of experience with Konica Minolta, where she currently serves as the Director of Government Contracts. She oversees a team of 11 professionals, including a government contracts manager, a government compliance manager, a proposal analyst, two government program specialists, a business development analyst, a compliance specialist, and four contract specialists. Kristen is responsible for managing state and local contracts, federal contracts, national cooperative contract strategic teaming agreements, and government business development. She excels in leading cross-functional teams, enhancing operational efficiency, and ensuring compliance with regulatory requirements.

Desiree Zuccaro, Government Contracts Manager

Desiree Zuccaro has over **nine years of industry experience**, with nearly half of that time spent at Konica Minolta managing local, state, and national cooperative contracts. She has extensive hands-on experience in planning, developing, and implementing complex contracts and projects. Desiree excels at empowering cross-functional teams, increasing operational efficiency, mitigating risk, and ensuring regulatory compliance. She currently supervises Konica Minolta's local, state, and federal contract compliance teams and will be actively involved in contract compliance management for this contract.

Sunny Kim, Contract Specialist

Sunny Kim brings over 15 years of experience at Konica Minolta, where she manages a range of State, local and National Cooperative Contracts. She is currently responsible for overseeing Konica Minolta's Government National Cooperative Contracts, including the Omnia Region 4 contract. Sunny ensures the creation and updates of products, pricing, and websites, while maintaining overall contract compliance.

Lisa Murdza, Government Program Specialist

Lisa Murdza is a seasoned Government Program Specialist with **34 years of industry experience**, specializing in public sector contracts. She possesses extensive knowledge in reporting and rebate processes, ensuring seamless management of local, state, and national cooperative contracts.

- 90** Describe Offeror's experience working with the government sector.

Konica Minolta's Experience Working with the Government Sector

Konica Minolta has extensive experience working with federal, state, and local government agencies, providing tailored technology solutions that address the unique needs of the public sector. With over 50 years of collaboration with government entities, Konica Minolta has developed a deep understanding of the challenges these organizations face and offers innovative solutions to enhance efficiency, security, and productivity.

Collaboration with Contracting Cooperatives

Konica Minolta's success in the public sector is bolstered by its long-standing relationships with contracting cooperatives. Since the early 2000s, Konica Minolta has partnered with national cooperatives such as NASPO ValuePoint, Sourcwell, Region 4, and AEPA, as well as local cooperative agreements that predate these national partnerships. These collaborations provide unique advantages based on locality, vertical market, and customer base, enabling Konica Minolta to deliver customized, cost-effective solutions to government agencies nationwide.

Comprehensive Government Solutions

Konica Minolta offers a wide range of services designed to address the specific needs of government agencies:

- **Print Management and Document Solutions:** Streamlining workflows, reducing costs, and ensuring secure document handling.
- **Intelligent Information Management (IIM):** Enabling digitization and automation of processes for improved efficiency and constituent services.
- **IT Services and Cybersecurity:** Providing comprehensive IT support and robust security measures to protect data and maintain compliance.
- **Intelligent Video Surveillance:** Enhancing public safety through advanced monitoring and analytics.

Strategic Partnerships and Contracts

Konica Minolta holds or partners on numerous federal, state, and cooperative agreements, ensuring seamless procurement processes for government agencies. These partnerships enable agencies to access innovative solutions while meeting their regulatory and budgetary requirements.

Commitment to Innovation and Public Sector Leadership

Konica Minolta actively supports government agencies in their digital modernization efforts, offering thought leadership and strategic insights to navigate technological advancements. Through its Intelligent Connected Workplace framework, the company helps agencies optimize their operations, supporting both onsite and remote work environments.

By combining its proven experience, cooperative partnerships, and cutting-edge solutions, Konica Minolta continues to deliver exceptional value and support to government agencies, empowering them to achieve their missions effectively and securely.

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

To our knowledge, Konica Minolta is not presently, nor has it been in the past, involved in any litigation, bankruptcy, or reorganization that would negatively impact our ability to deliver the products, services, or solutions proposed under this RFP. Additionally, Konica Minolta confirms that neither the entity nor its current officers and directors have been subject to state investigations that would compromise the integrity or reliability of our operations.

We are committed to maintaining the highest standards of ethical business practices and compliance with all applicable laws and regulations. Furthermore, we treat all customer

information as confidential and proprietary, ensuring trust and adherence to contractual and regulatory obligations.

92 Provide Offeror's expertise in working with public sector and understanding of the unique technical regulatory requirements.

Expertise in Working with the Public Sector

Konica Minolta has a long-standing reputation for effectively partnering with public sector organizations, offering tailored solutions to address their unique technical and regulatory requirements. Our deep understanding of government operations, combined with cutting-edge technology and proven expertise, makes us a trusted partner for federal, state, and local agencies.

Comprehensive Solutions for Public Sector

Konica Minolta provides a suite of technology services and solutions designed specifically for public sector needs:

- **IT Services:** Managed IT services, network assessments, and advanced cybersecurity solutions to ensure secure and reliable IT infrastructure.
- **Information Management:** Document management systems that enhance transparency and efficiency for managing critical government data.
- **Print and Fleet Management:** Cost-effective and operationally efficient solutions for optimizing print operations and fleet management.
- **Video Surveillance:** State-of-the-art security and monitoring systems to protect public assets and facilities.

Understanding Regulatory and Security Requirements

Security and compliance are central to Konica Minolta's approach when working with government clients. Our expertise includes:

- **Network Assessments:** Comprehensive evaluations to identify and address security vulnerabilities.
- **Managed Security Services:** Ongoing monitoring and management to guard against cyber threats.
- **Compliance Alignment:** Ensuring all solutions meet government regulatory standards, including data protection and accessibility requirements.
- **Security Awareness Training:** Educational programs for government employees on best practices to maintain data integrity and prevent breaches.

Digital Modernization

Konica Minolta supports government agencies in navigating their digital transformation journeys:

- **Intelligent Information Management Systems:** Enhancing data accuracy, accessibility, and compliance with technical regulations.
- **Automation Solutions:** Streamlining workflows through automation, reducing manual processes, and increasing efficiency.
- **Interoperable Data Systems:** Enabling seamless communication across platforms to maintain accurate, real-time data sharing.

Specialized Teams for Government Projects

Our Regional Engagement Teams, composed of experienced Program and Project Managers, collaborate with government clients to:

- Develop customized deployment strategies tailored to agency needs.
- Create detailed schedules to minimize disruptions and ensure smooth transitions.
- Work closely with government deployment teams to meet all technical and operational requirements.

Proven Track Record and Recognition

Konica Minolta has an extensive history of successful collaborations with government agencies, including:

- Partnerships with over **80 local governments**, streamlining and standardizing operations for enhanced efficiency.
- Recognition for sustainability efforts, including listings on the **Dow Jones Sustainability World Index** and the **Carbon Disclosure Project's Climate A List**.

Commitment to Excellence

Konica Minolta's achievements, awards, and recognitions underscore our dedication to delivering innovative, secure, and compliant solutions to government entities. Our ability to address the public sector's unique technical and regulatory requirements positions us as a trusted partner for government agencies seeking reliable and forward-thinking technology solutions.

93 Indicate if Offeror is licensed to do business in all 50 states.

X Yes

No

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

Value-Added Products and Services to Enhance the Contract

Konica Minolta Business Solutions delivers a comprehensive suite of products and services designed to enhance business operations, improve efficiency, and add value to this contract. By addressing the unique needs of government agencies, educational institutions, and businesses, Konica Minolta provides innovative solutions that drive productivity, security, and sustainability.

Key Value-Added Offerings

1. Digital Workplace Solutions

- **Cloud Services:** Flexible document storage, access, and sharing for secure and efficient operations.
- **Unified Communications:** Integration of communication tools to streamline collaboration and decision-making.
- **Workflow Automation:** Tools to reduce manual processes, minimize errors, and increase overall efficiency.

2. Managed Print Services (MPS)

- Optimization of printing environments through usage assessments, automated supplies replenishment, and device management.
- Detailed analytics and reporting to reduce costs and improve operational efficiency.

3. Document and Information Management

- **Intelligent Information Management:** Enhances decision-making with systems for capturing, processing, and storing data securely.
- **Custom Workflow Solutions:** Streamlined document workflows using tools like Dispatcher Phoenix and AccurioPro to automate repetitive tasks and ensure compliance.

4. Security and Compliance Solutions

- **Data Protection:** Secure print options, user authentication, and data encryption to safeguard sensitive information.
- Compliance with industry regulations, including GDPR and HIPAA, ensuring secure operations for all customers.

5. Specialized Industry Solutions

- **Government Services:** Tailored technology solutions for federal, state, and local agencies, including records management, workflow automation, and cost-efficient IT services.
- **Education Solutions:** Tools to enhance communication, collaboration, and decision-making in K-12 schools, higher education, and libraries.
- **Healthcare Solutions:** Digital radiography, ultrasound, and integrated diagnostic information management systems for improved patient care.

6. Advanced Analytics and Sustainability Initiatives

- **Business Intelligence:** Analytics tools that provide insights into print usage and workflows, empowering data-driven decision-making.
- **Eco-Friendly Programs:** Recycling initiatives for toner cartridges and devices, as well as strategies to implement sustainable printing practices.

7. Enhanced Customer Experience

- Personalized service and dedicated account management to deliver tailored support and foster long-term relationships.
- Comprehensive training programs for staff and 24/7 technical support to ensure seamless operations and minimal downtime.

By integrating these value-added offerings into this contract, Konica Minolta ensures customers achieve long-term success through innovative, secure, and sustainable solutions. Whether it's optimizing workflows, safeguarding sensitive information, or enhancing sustainability, Konica Minolta's expertise and commitment to excellence deliver measurable benefits to all stakeholders.

95 Include a per diem rate.

Konica Minolta's approach to per diem considers a variety of factors to ensure fairness and transparency. The per diem rate is determined based on variables such as the brand, type of service or product provided, the distance required for service delivery, and other situational factors.

This flexible, tailored approach allows us to align the per diem structure with the unique needs of each project while adhering to contractual requirements. By considering these variables, we ensure that per diem costs are accurate, reasonable, and reflective of the specific circumstances of the work performed. Per diem related details can be found in the price lists included with the bid documentation as well as After Hours and Time and Material Billing Rates.

- 96** For Non-Normal Working Hours, indicate if there is a minimum charge of hours and what the number of hours is.

A quote will be provided upon request, as rates and minimum charges vary depending on the specific requirements of each project, product, or service. See attached After Hours and Time and Material Billing Rates.

- 97** Is pricing available for all products and services?

Konica Minolta has provided detailed pricing and discount structures in the bid pricing documentation included with this submission. These documents include comprehensive details on pricing structures, discount percentages, and applicable terms and conditions.

- 98** Describe any shipping charges (where applicable).

Konica Minolta's shipping charges are determined by the size and weight of the products being shipped. For supplies that are covered under a maintenance contract, the shipping and handling fees are specifically based on the type of equipment involved. All shipping charges are clearly outlined, ensuring transparency and clarity for customers. For precise details on shipping charges, refer to the price list provided by Konica Minolta in the bid pricing documentation included with this submission.

- 99** Provide pricing for warranties on all products and services.

Konica Minolta offers a range of warranty options designed to provide comprehensive protection and peace of mind for customers. Warranty pricing details can be found in the price list included with the bid documentation.

- 100** Describe any return or restocking fees.

Return and Restocking Policy

Non-Defective Returns:

- Returns must be in original packaging and factory sealed where applicable.
- Returns are subject to a minimum 15% restocking fee
- Items must be shipped within 30 days of the original invoice

Defective Returns:

- Defective items must be reported immediately upon receipt
- For defective OEM products, you may need to contact the manufacturer directly

Customer Order Errors:

- Products ordered in error can be returned, but a 15% restocking fee will apply
- Items must be in original packaging and factory sealed

Shipping Errors:

- If a shipping error occurs due to Konica Minolta, they will take the product back without a restocking fee

Return Authorization: All returns must have an approved Return Authorization number (RA#).

101 Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

Konica Minolta has based its proposal on the information provided in this RFP. All discounts were considered when generating pricing for Region 4. Additional discounts may be available to Region 4 upon review, negotiation, and at Konica Minolta's discretion.

102 Describe how customers verify they are receiving Contract pricing.

Ensuring Master Agreement Pricing for Participating Agencies

Konica Minolta ensures that Participating Agencies receive Master Agreement pricing through a robust system that integrates advanced technology, a dedicated sales force, an transparent verification processes.

1. SAP Integration for Accurate Pricing

Konica Minolta uses a customized version of SAP software to ensure pricing compliance. This system assigns a specific internal Master Agreement number for the Region 4 contract, incorporating all terms, conditions, and approved pricing details. Sales representatives generate customer quotes using this pricing, referencing the OMNIA Partners Master Agreement to ensure accuracy.

2. Nationwide Distribution Channels

- **Direct Sales Force:** Our Public Sector Sales Team operates through over 120 Direct Branch locations across the United States, working closely with Participating Agencies to provide procurement guidance, prepare quotes, and facilitate purchasing decisions.
- **Authorized Dealer Network:** In addition to our Direct Branches, Konica Minolta supports Participating Agencies through an extensive network of 260 authorized dealers, ensuring nationwide availability and localized service.
- **Online Catalog:** A dedicated website lists all approved pricing and products under the Master Agreement. Participating Agencies can access this online catalog to independently verify product offerings and pricing compliance.

3. Procurement and Verification Process

- **Quote Generation and Approval:** Sales representatives generate detailed quotes using SAP software, referencing the Master Agreement pricing. These quotes are presented to Participating Agencies for review and approval.
- **Order Processing Verification:** Upon approval of a quote and receipt of a Purchase Order or Lease Agreement, our order processing and Master Agreements teams review the

order to ensure compliance with all Master Agreement terms and pricing before initiating delivery and installation.

4. Ensuring Pricing Compliance

- **Catalog Transparency:** Participating Agencies can independently verify pricing through our online catalog, which includes all approved pricing and terms under the Master Agreement.
- **Internal Audit Process:** Konica Minolta's order processing and compliance teams audit every transaction to confirm alignment with Master Agreement pricing and conditions. This ensures that Participating Agencies always receive the agreed-upon pricing.

5. Summary of Distribution Channels and Pricing Verification

- **Direct Ordering:** Managed through SAP software for consistent, compliant pricing.
- **Authorized Dealers:** Provide local sales and support while adhering to Master Agreement pricing.
- **Online Access:** The dedicated catalog enables Participating Agencies to review and verify pricing independently.
- **Order Review and Audits:** Internal teams ensure compliance with Master Agreement terms at every stage of the procurement process.

6. Commitment to Transparency and Compliance

Konica Minolta is dedicated to ensuring that all Participating Agencies benefit from accurate pricing, streamlined processes, and transparent communication. By integrating advanced technology, robust distribution channels, and detailed verification procedures, we provide confidence and consistency in all transactions under the Master Agreement.

103 Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category

Discounts should not change over the term of the Contract.

Konica is offering a catalog contract with discounts by category. While individual product pricing may vary due to MSRP adjustments, we are committed to maintaining consistent category discounts for the duration of the contract, barring exceptional circumstances. This ensures predictability and fairness for our customers while allowing us to adapt responsibly to evolving market dynamics.

Konica Minolta strives to maintain stable pricing throughout the contract term, ensuring compliance with the required discounts. We typically limit pricing changes to instances where the Manufacturer's Suggested Retail Price (MSRP) is adjusted by the manufacturer. These changes are infrequent and implemented only as necessary to reflect market conditions.

While we are committed to minimizing the impact of such adjustments on customers, external factors such as supply chain challenges or economic shifts may occasionally require consideration. However, we ensure that any changes remain transparent, justified, and compliant with the agreed-upon terms.

104 Describe how future product introductions will be priced and align with Contract pricing proposed.

Future Product Introductions and Alignment with Contract Pricing:

Konica Minolta is committed to ensuring that future product introductions are priced in a manner consistent with the contract's established pricing structure and discounts. We prioritize the customer's best interest by maintaining reasonable and competitive pricing while striving for continuity across our pricing framework whenever feasible.

For Konica Minolta-manufactured products, new offerings will align with the contract's agreed-upon discount structure, ensuring consistency and fairness. In cases involving third-party products, we will make every effort to align pricing with the contract terms; however, certain factors outside of our control, such as supplier costs and market conditions, may influence pricing.

Regardless of the circumstances, our objective remains to provide reasonable, transparent pricing that reflects both the value of the products and our commitment to meeting customer needs under the contract.

105 Describe any diversity programs or partner's 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. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Konica Minolta is proud to have partnerships in place with companies holding various diverse business certifications across the country. We have developed two key programs to foster relationships with these valued business communities:

1. Vendor Diversity Program

This program focuses on engaging small, woman-owned, and minority-owned businesses as suppliers to Konica Minolta for our day-to-day operational needs. It reflects our commitment to supporting diverse businesses and creating inclusive supply chains.

2. Strategic Alliance Program

Through this program, Konica Minolta partners or teams with companies that hold minority or HUBZone certifications at both the State and Federal levels. The program facilitates collaboration on both public sector and private sector business opportunities.

- a. Partnerships are formed based on several factors, including the needs of the specific opportunity, the statement of work, the partner's business function within the

overall solution, financial viability, contract requirements, and customer preferences.

- b. These partnerships involve businesses certified as Women-Owned, African American-Owned, Veteran-Owned, Asian American-Owned, Native American-Owned, and Hispanic American-Owned, supporting opportunities in specific geographies or for specific contracts.

3. **Pricing and Customer Considerations-** When working with diversity partners, Konica Minolta ensures that pricing strategies remain consistent. Our goal is to always provide the best available pricing to our customers, regardless of whether a diversity partner is involved.

4. **Certification Information-** Konica Minolta can provide a list of its diversity partners and their certifications upon request, ensuring transparency and alignment with Participating Agencies' requirements for diverse business engagement.

106 Minority Women Business Enterprise Certification

If yes, list certifying agency.

No

107 Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification

If yes, list certifying agency.

No

108 Historically Underutilized Business (HUB) Certification

If yes, list certifying agency.

No

109 Historically Underutilized Business Zone Enterprise (HUB Zone) Certification

If yes, list certifying agency.

No

110 Other recognized diversity certificate holder

If yes, list certifying agency

No

111 Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners.

Include a list of current cooperative contracts (regional and national) Offeror holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Transitioning Public Agency Customers to the OMNIA Partners Master Agreement

Konica Minolta is committed to ensuring a smooth and seamless transition for existing Public Agency customers to the nationally available OMNIA Partners Master Agreement. Our process emphasizes proactive communication, customized consultation, and a focus on delivering value through the OMNIA cooperative framework.

Transition Process

1. Proactive Customer Engagement:

Konica Minolta will notify all applicable Public Agency customers about the availability and benefits of the OMNIA Partners Master Agreement. This includes highlighting its advantages as a streamlined procurement vehicle with competitive pricing and nationwide accessibility.

2. Evaluation of Existing Agreements:

Each customer's current cooperative contract will be thoroughly evaluated in consultation with their procurement teams. This review ensures that transitioning to the OMNIA Partners Master Agreement aligns with their operational and budgetary needs.

3. Tailored Transition Plans:

For customers opting to migrate, we will create a detailed transition plan addressing their specific requirements, ensuring continuity of services and minimal disruption.

4. Ongoing Support:

Our dedicated sales teams will assist Public Agency customers throughout the transition process, providing education on the Master Agreement's scope, terms, and benefits. This ensures they can make informed decisions and seamlessly integrate their procurement activities under OMNIA Partners.

Current Cooperative Contracts Held by Konica Minolta

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, pricing, and other factors of the current agreement with the customer, these transitions will be at Konica Minolta's discretion.

Positioning the OMNIA Partners Master Agreement

The OMNIA Partners Master Agreement will be positioned as a flagship solution within our portfolio of cooperative agreements, offering:

- **Broad Nationwide Accessibility:** A procurement option available to Public Agencies across the country.
- **Competitive Pricing:** Ensuring cost-effectiveness without compromising quality.
- **Streamlined Procurement Processes:** Simplifying access to products and services while meeting regulatory and operational requirements.
- **Enhanced Support and Resources:** Providing tailored customer service and resources specifically designed for OMNIA Partners participants.

By positioning the OMNIA Partners Master Agreement as a comprehensive, nationwide solution, Konica Minolta ensures it is viewed as the optimal choice for Public Agencies seeking efficient, scalable, and cost-effective procurement solutions.

112 Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

☒ **Yes**

☐ **No**

113 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.

All sales materials are to use the OMNIA Partners logo. At a minimum, the Offeror's sales initiatives should communicate:

Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency

Best government pricing

No cost to participate

Non-exclusive

☒ **Yes**

☐ **No**

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

Key features of Master Agreement

Working knowledge of the solicitation process

Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners

Knowledge of benefits of the use of cooperative contracts

X Yes

No

115 Provide the name, title, email and phone number for the person(s), who will be responsible for:

Executive Support

Marc Biga, National Sales Director, Public Sector

MBiga@kmbs.konicaminolta.us

(720) 290-2431

Kristen McKenna, Director Government Contracts

Kristen.mckenna@kmbs.konicaminolta.us

(703) 760-3551

Marketing

Paul A Campana, Regional Sales Director, Public Sector

pcampana@kmbs.konicaminolta.us

(650) 581-2261

Sales Support

Paul A Campana, Regional Sales Director, Public Sector

pcampana@kmbs.konicaminolta.us

(650) 581-2261

Financial Reporting

Lisa Murdza, Government Program Specialist

lmurdza@kmbs.konicaminolta.us

(239) 210-3409

Accounts Payable

Elisa White, Sr. Accounts Payable Specialist

ewhite@kmbs.konicaminolta.us

(845) 323-0907

Contracts

Sunny Kim, Contracts Specialist

Sunny.kim@kmbs.konicaminolta.us

(703) 731-5292

116 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 products and services are offered nationwide by more than 120 direct branch sales locations, and by approximately 260 Konica Minolta authorized dealers (affiliates). This network is responsible for both the sales and service of placed products and services. We have over 813 representatives nationally to support this contract with our direct branches, and over 10,000 authorized dealer employees. Konica Minolta has 120 dedicated SLED sales reps nationally.

Specific to the public sector vertical and this contract award, Konica Minolta employs a Public Sector Sales Team comprised of a National Director of Public Sector Sales (SLED), 3 Regional Directors of Public Sector Sales (SLED), and 13 Government Account Managers that sell direct to the largest SLED agencies and institution in the country. Our dealers are supported by a team of support personnel including 3 dealer-only Government Account Managers and 1 Dealer Program Manager. These individuals work closely with our direct branches and dealers to educate them on the OMNIA Partners contract, the benefits of cooperative purchasing and assist in sales opportunities with participating agencies within their designated territories.

The Public Sector Contracts Department is responsible for the overall management and compliance of all our state and national cooperative contracts. Our contracts department manages over 48 state contracts nationally and its national cooperative contracts.

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

The sales teams, along with the Public Sector Sales and Marketing Group, will spearhead the marketing effort. 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 believes 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 believe that the recurring engagements we currently have with OMNIA allow us to hold each other accountable to the growth strategies that we have co-authored. We strive to continue learning the best practices of OMNIA Partners and its most successful vendors.

Konica Minolta will continue to request assistance from OMNIA Partners Regional Managers 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 will utilize OMNIA Partners resources to update customers on the addition of products or services or any other contract-related information through our joint marketing strategy.

We will continue to 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 with the information they need to market the contract's benefits and the 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.

118 Explain in detail how Offeror 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 set-up, timely contract Administration, etc.

Konica Minolta's Senior Leadership team is invested in our OMNIA Partners partnership. We have dedicated Paul Campana to lead our national program from a sales and marketing standpoint. Paul is tasked to identify targeted marketing needs for specific products and services both nationally and based on local market advantages. Marketing initiatives are brought before our VP of Marketing and / or our VP of Digital Marketing to develop the strategies and creative work needed to reach the desired result.

Additionally, Paul works with our Regional Directors of Public Sector Sales to drive sales efforts, assist in connecting them with OMNIA Partners' resources and monitoring and measuring overall performance. The Regional Directors fully understand the advantages that OMNIA Partners brings to our mutual customers and to our sales teams. They reinforce these one-on-one interactions with their teams to drive the sales efforts.

Account setup and contract administration is handled by our Administration Team in Ramsey, NJ. These skilled individuals work diligently to set up accounts, process orders and ensure timely delivery based on customer demands. Contract compliance and administration is handled by a dedicated team of contract specialists who manage the contract efforts, answer contract-related questions and assist in the sales efforts of our teams.

119 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 Agency Sales and Key Customers

Public Agency sales for the fiscal year 2023 totaled \$256,500.00.

Konica Minolta Business Solutions currently holds over 50 State and Cooperative Contracts, as well as multiple Federal Contracts, including GSA Schedule 36. Below is a list of the top 10 customers who utilized these contracts in the previous fiscal year, including total purchases and key contacts.

Please note that Konica Minolta considers this customer list confidential and proprietary. Additional information can be provided upon request.

1. City of Los Angeles, CA
2. Commonwealth of Massachusetts, MA
3. University of Colorado
4. Clark County, NV
5. County of Alameda, CA
6. Dallas Community College District, TX
7. Florida Department of Corrections, FL
8. Palm Beach County, FL
9. University of Tennessee, TN
10. Fairfax County, VA

120 Year 1 - Provide the Contract Sales (as defined in Section 12 of OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

0.1

121 Year 2 - Provide the Contract Sales (as defined in Section 12 of OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

0.1

122 Year 3 - Provide the Contract Sales (as defined in Section 12 of OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

.01

123 Please download and thoroughly review the Scope of Work, located on the Attachments Tab. Indicate your review and acceptance.

*Yes

124 Oral Communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

*Yes

125 Please download and thoroughly review the Terms and Conditions, located on the Attachments Tab. Indicate your review and acceptance.

*Yes

126 Products/Pricing - Upload on Response Attachments Tab

i. Offerors shall provide pricing based on coefficient pricing completing Appendix D; or on a discount from a manufacturer's or other price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, the different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Discounts proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum the Awarded Offeror must hold the proposed price list firm for the first 12 months after the contract award. Offerors may elect to limit their proposals to any category or categories.

Complete the applicable Pricing information

- Provide equipment manufacturer, equipment types and discount off published list price.
- Define any freight charges.
- Provide classifications of labor with billable rates for each respondent's office(s), territories or district(s) along with any sub-office pricing as required. Each of these labor classification rates shall be fully burdened, defined and will be set for Normal Working Hours and Non-Normal Working Hours. Sub-contractor labor shall not be recognized. Each respondent shall determine their sub-contractor's labor rate as a prime labor classification. For example, an electrician's

labor rate shall be calculated based on the respondent's sub-contractor's labor billable rate plus respondent's normal margins on sub-contractor labor. Labor classification shall be provided in the response.

- If using coefficient pricing, the Normal Working Hours and Non-Normal Working Hours for tasks identified in the Scope of Work shall use a benchmark against an established data set (e.g.; RSMeans or others) to ensure that the hours provided can be verified. Each of these hourly tasks shall have a coefficient of labor against an established data set (e.g.; RSMeans or others) city cost index by each respondent's office(s), territories or district(s) to determine effectiveness of providing these tasks. Offerors using coefficient pricing will complete Appendix D.

Federal Funding Pricing: Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be applied, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit F.

127 Not to Exceed Pricing

Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

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

Konica Minolta supports its nationwide operations through a robust network of over 120 direct branch sales locations and approximately 260 authorized dealers. This network is responsible for both the sales and service of our placed products and services, ensuring comprehensive coverage across the United States. To support this infrastructure, Konica Minolta employs over 813 representatives at our direct branches, complemented by more than 10,000 employees within our authorized dealer network, all dedicated to delivering exceptional service and support.

In addition to our sales and service network, Konica Minolta operates 12 national distribution centers to ensure timely and efficient delivery of products. A key facility within this network is our major distribution warehouse complex in Brooks, Kentucky, strategically located just minutes from a central UPS shipping hub. This location enables us to meet the document production and management needs of clients throughout North America with minimal turnaround time, ensuring optimal service and satisfaction.

129 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
- ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

Konica Minolta's Executive Leadership Team is proud to fully endorse and sponsor our partnership with OMNIA Partners. Our team includes **Sam Errigo**, President, and CEO, **Mark Simons**, President, U.S. Direct Sales, **Laura Blackmer**, President, Dealer Sales, **Emil Enstrom**, Senior Vice President, Enterprise, and Government, **Scott McCool**, Vice President, Government Sales, and Marketing.

The leadership team has crafted a comprehensive go-to-market strategy that incorporates OMNIA Partners. We are committed to promoting and marketing this agreement to all relevant customers. However, we have several programs in place and will use the contract vehicle preferred by our customers.

Konica Minolta's 90-Day Marketing Plan

Konica Minolta's 90-day marketing plan will integrate our standard contract launch and marketing strategy to promote our newly awarded OMNIA Partners contract to our national sales force and business unit specialists. Our initial step is to ensure that our dealer and direct sales channels are fully prepared to effectively market and utilize the contract.

Sales Training and Education

Konica Minolta employs various technologies for internal and external marketing. Internally, we leverage Konica Minolta's Learning Group to conduct a Government Sales Learn Track assigned to sales teams. This track covers the fundamentals of selling to government entities and discussing cooperative contracts with government buyers and business managers. We will update the learn track to reflect the new OMNIA Partners contract to test the knowledge of sales representatives and managers.

Sales teams will also have access to our internal Government Portal, available to all Konica Minolta employees and dealer personnel. This portal includes internal newsletters that share success stories, sales strategies, and Konica Minolta-related news. We will use this platform to announce the award of the OMNIA Partners Contract and other relevant news. We will use this platform to announce the award of the OMNIA Partners contract and other relevant updates.

Our direct sales force utilizes a CRM system to collect customer data, which is used in the sales process. This data can also be used in marketing to prospects through various tools within the system, including email campaigns as outlined in our marketing plan. 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 will be posted to Konica Minolta's internal Government Portal, will include; Launch presentations, Price catalogs, OMNIA Partners marketing materials, FAQs, Sales and order process guides, Internal process documentation, 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 responsible for order review, and processing, compliance, and billing. This will allow us to address questions before the first order is placed. We will then schedule a series of launch webinars to accommodate all sales teams across the country. OMNIA Partners representatives will be invited to provide an overview of OMNIA Partners and promote the new award. 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 will be recorded to ensure everyone can access and revisit the information, if necessary. After the national webinars are complete, our Government Account Managers (GAMs) will conduct additional regional, local, or dealer/branch-specific reviews of the OMNIA Partners contract. These engagements would include the OMNIA Partners Regional Managers to foster local partnerships and discuss current opportunities.

In conjunction with any OMNIA Partners strategy and review session, our GAMs 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 energize the sales teams and create personal motivation to market the OMNIA Partners contract.

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

130 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 Agreement 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 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 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.
- 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 internet web-based homepage on Supplier's website with:
 - OMNIA Partners 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' website including the online registration page;

- A dedicated toll-free number and email address for OMNIA Partners

Konica Minolta is committed to marketing a master agreement award with all public sector agencies, including our current customers. We feel that the best marketing is that of engagements with customers, which is why we are heavily committed to a dedicated public sector sales team. Those sales teams will identify current customers in the first 90 days that have contract needs and introduce them to the OMNIA Partners agreement along with the benefits of cooperative procurement.

Additionally, Konica Minolta will utilize our current websites, marketing resources, social media platforms and industry relationships to spread the word about our new OMNIA Partners agreement.

- 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 to trade publications and will help market the contract to public entities nationwide. Konica Minolta uses social media platforms such as Facebook, Twitter, LinkedIn, YouTube, Pinterest, and Instagram to provide information to followers, customers and prospects.
- 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.
- Co-Branded Marketing Materials: Konica Minolta will create OMNIA Partners contract-specific marketing materials highlighting the partnership and benefits to public sector customers. These materials may be customized and made available to OMNIA Partners for use in their marketing publications. We will also co-brand Konica Minolta brochures and sell sheets that provide features and benefits of OMNIA Partners and Konica Minolta products available on the OMNIA Partners Contract.
- National Conferences and Trade Shows: Konica Minolta will attend government and education procurement conferences and trade shows to showcase our offerings and promote the OMNIA Partners Contract. We attend the NIGP Forum annually along with other national and local events. Our dealers and branches will also attend many local conferences and expos in their markets to showcase Konica Minolta products, the OMNIA Partners Contract, and their local sales teams.

Master Agreement Promotion: Konica Minolta's public sector team consistently messages around the benefits of cooperative procurement in publications, social media posts, case studies, presentations, marketing campaigns and on websites. Those that are specific to OMNIA partners will bear the name and logo.

Value Add

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

Value-Added Products and Services to Enhance the Contract

Konica Minolta Business Solutions delivers a comprehensive suite of products and services designed to enhance business operations, improve efficiency, and add value to this contract. By addressing the unique needs of government agencies, educational institutions, and businesses, Konica Minolta provides innovative solutions that drive productivity, security, and sustainability.

Key Value-Added Offerings

1. Digital Workplace Solutions

- **Cloud Services:** Flexible document storage, access, and sharing for secure and efficient operations.
- **Unified Communications:** Integration of communication tools to streamline collaboration and decision-making.
- **Workflow Automation:** Tools to reduce manual processes, minimize errors, and increase overall efficiency.

2. Managed Print Services (MPS)

- Optimization of printing environments through usage assessments, automated supplies replenishment, and device management.
- Detailed analytics and reporting to reduce costs and improve operational efficiency.

3. Document and Information Management

- **Intelligent Information Management:** Enhances decision-making with systems for capturing, processing, and storing data securely.
- **Custom Workflow Solutions:** Streamlined document workflows using tools like Dispatcher Phoenix and AccurioPro to automate repetitive tasks and ensure compliance.

4. Security and Compliance Solutions

- **Data Protection:** Secure print options, user authentication, and data encryption to safeguard sensitive information.
- Compliance with industry regulations, including GDPR and HIPAA, ensuring secure operations for all customers.

5. Specialized Industry Solutions

- **Government Services:** Tailored technology solutions for federal, state, and local agencies, including records management, workflow automation, and cost-efficient IT services.
- **Education Solutions:** Tools to enhance communication, collaboration, and decision-making in K-12 schools, higher education, and libraries.
- **Healthcare Solutions:** Digital radiography, ultrasound, and integrated diagnostic information management systems for improved patient care.

6. Advanced Analytics and Sustainability Initiatives

- **Business Intelligence:** Analytics tools that provide insights into print usage and workflows, empowering data-driven decision-making.
- **Eco-Friendly Programs:** Recycling initiatives for toner cartridges and devices, as well as strategies to implement sustainable printing practices.

7. Enhanced Customer Experience

- Personalized service and dedicated account management to deliver tailored support and foster long-term relationships.
- Comprehensive training programs for staff and 24/7 technical support to ensure seamless operations and minimal downtime.

By integrating these value-added offerings into this contract, Konica Minolta ensures customers achieve long-term success through innovative, secure, and sustainable solutions. Whether it's optimizing workflows, safeguarding sensitive information, or enhancing sustainability, Konica Minolta's expertise and commitment to excellence deliver measurable benefits to all stakeholders.

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 FILINGCertificate Number:
2024-1246602Date Filed:
12/06/2024

Date Acknowledged:

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

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

Region 4

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.

24-12
Digital Workspace Solutions

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.



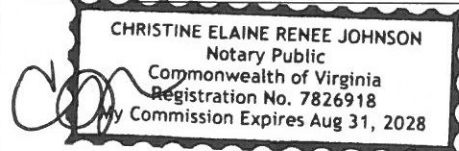
6 UNSWORN DECLARATION

My name is Kristen McKenna, and my date of birth is 3/16/1974.

My address is 1595 Springhill Rd Suite 410, 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 10th day of December, 20 24.
(month) (year)



Kristen McKenna
Signature of authorized agent of contracting business entity
(Declarant)

Exhibit A

Response for National Cooperative Contract

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.

1.1 Requirement

Region 4 ESC (hereinafter defined and referred to as **“Principal Procurement Agency”**), on behalf of itself and OMNIA Partners, Public Sector, Inc., a Delaware corporation (**“OMNIA Partners”**), is requesting proposals for Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services. 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’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, 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 as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners 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, 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.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, 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’ 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.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether 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 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 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, and Operations & Support.

The OMNIA Partners 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 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

EXHIBIT A

The OMNIA Partners 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

Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B). At Supplier's option, Suppliers may pay additional fees beyond administrative fees, such as technology fees, to OMNIA Partners and/or a third party for additional support and/or access to OMNIA Partners' technology platform.

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$350M 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, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. 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. 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 and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. 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 (e.g., governing law, invoice requirements, order requirements, specialized delivery,

EXHIBIT A

diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) (“Supplemental Agreement”). 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 the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. 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).

All signed Supplemental Agreements and 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’ 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 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 one of Supplier's "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, at Konica Minolta's discretion, 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 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 nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners 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 for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

- A. Brief history and description of Supplier to include experience providing similar products and services.

Konica Minolta's journey started over 150 years ago, with a vision to see and do things differently. We innovate for the good of society and the world. The same purpose that kept us moving then keeps us moving now. 150 years is just the start.

Konica Minolta Business Solutions U.S.A., Inc. is a private corporation wholly owned by Konica Minolta Holdings U.S.A., Inc., a subsidiary of Konica Minolta Inc., headquartered and established in Japan in 1873. As a global organization, we have approximately 40,000 employees worldwide and are located in over 150 countries.

EXHIBIT A

Our extensive portfolio of products, services, and solutions embraces our history of innovation while investing in game-changing technologies and leading-edge resources that will provide Region 4 ESC members with a return on investment as it relates to improved workflows for greater collaboration and productivity, increased efficiency, and heightened security.

KONICA MINOLTA HISTORY

- 1873 - Konica Founded
- 1928 - Minolta Founded
- 2003 - Merger of Konica Minolta > Konica Minolta Holdings Inc.
- 2009 - Began offering and providing Managed Print Services
- 2013 - Konica Minolta Holdings Inc. merged with 7 group companies > Konica Minolta Inc.
- 2019 - REACT Video Solution Services Division Established

Philosophy

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

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

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

6 Core Values

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

B. Total number and location of salespersons employed by Supplier.

Our products and services are offered nationwide by more than 120 direct branch sales locations, and by approximately 260 Konica Minolta authorized dealers. This network is responsible for both the sales and service of placed products and services. We have over 813 representatives nationally to support this contract with our direct branches, and over 10,000 authorized dealer employees. We maintain 12 national distribution centers, including a major distribution warehouse complex in Brooks, Kentucky, just minutes from a central UPS shipping hub, conveniently allowing us to serve the document production and management needs of client companies throughout North America in a minimum amount of time.

Specific to the public sector vertical and this contract award, Konica Minolta employs a Public Sector Sales Team comprised of a National Director of Public Sector SLED Sales, 3

EXHIBIT A

Regional Directors of Public Sector SLED Sales, and 13 Government Account Managers, and 1 Dealer Program Manager. The Government Account Managers are responsible for all public sector sales, including state, local, and education. These individuals work closely with our direct branches and dealers to educate them on the contracts and assist with participating agencies within their designated territories.

The State Contracts Department is responsible for the overall management and compliance of all our state and national cooperative contracts. Our contracts department manages over 48 state contracts nationally and its national cooperative contracts.

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

Konica Minolta's corporate headquarters is located in Ramsey, New Jersey. In addition to our corporate headquarters, we operate four regional headquarters strategically located in New York, Florida, Illinois, and California. Our dedicated government office is based in Vienna, Virginia.

We maintain 12 national distribution centers, including a major distribution warehouse complex in Brooks, Kentucky. This facility is situated minutes from a central UPS shipping hub, ensuring fast and efficient delivery to meet the document production and management needs of public sector entities across North America.

Our Customer Care Centers are located in Florida and Arizona, providing accessible and responsive support. Additional services, such as site analysis, order receipt and fulfillment, service maintenance, billing, and fleet management reporting, are supported by an extensive network of qualified Konica Minolta professionals.

Administrative Teams located at our Ramsey, New Jersey, headquarters oversee order and invoice implementation. These teams ensure all purchase orders are compliant upon receipt and are accurately entered into our SAP system for seamless invoicing and efficient processing.

D. Annual sales for the three previous fiscal years.

Please find Konica Minolta's annual sales information for fiscal years 2021-2023:

2021: \$7,798,582,000

2022: \$6,932,965,360

2023: \$8,044,930,220

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

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

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

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

Konica Minolta's environmental initiatives are listed below.

- A. EcoVision 2050
- B. Solar Energy Initiatives
- C. Earth Friendly Products
- D. IH Fixing Technology
- E. Clean Planet Recycling
- F. Simitri® HDE Polymerized Toner
- G. PET Plastics
- H. ICE-u Technology
- I. OLED Lighting
- J. Green Factory Certification System
- K. Green Product Certification System
- L. Green Marketing

Our strategic and extensive development of these initiatives achieved acclaim as being some of the best in the world, having the number one position in the overall manufacturing sector of the Nikkei Environmental Management Survey as well as receiving first-tier ratings in international CSR and SRI assessments.

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

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

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

The company has also identified key material issues to address in the short term to support the achievement of long-term environmental goals. Two of these

EXHIBIT A

environmentally focused materials are addressing climate change and using limited resources effectively. Ongoing corporate initiatives that address these issues include:

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

EPEAT® managed by the Green Electronics Council, has been a comprehensive environmental rating that helps identify greener computers and other electronic equipment since 2006. Imaging equipment was added as a new product category in 2013. It ranks products as gold, silver or bronze based on fifty-nine environmental performance criteria considering the life cycle of imaging equipment. Konica Minolta Business Solutions USA, Inc. has 42 active products on the EPEAT registry with 33 achieving gold status. To achieve gold status, a product must meet all required criteria, plus at least 75 percent of the optional criteria. Optional points are earned by meeting up to 26 additional criteria. Konica Minolta has 11 products on the EPEAT registry with 21 optional points. **This represents the second highest EPEAT point total of imaging equipment manufacturers.**

Green Products Certification System: Our own unique system for evaluating and certifying products with superior environmental performance. To date, all our sites have achieved a 12 percent reduction in CO2 emissions per unit of production.

PET Plastics is our newly developed polymer allow recycled PET that overcomes the disadvantages of conventional PET plastic, such as fragility, low fire—resistance and difficulties in injection molding. This plant-based bioplastic offers low environmental impact, using less petroleum-based resources and emitting less CO2 during its lifecycle than petroleum-based plastic.

IH Fixing Technology is an Induction Heating (IH) fixing technology that reduces poor consumption during the MFP fixing process resulting in a shorter warm-up time. It automatically cuts off residual fixing heat when no print jobs are taking place, contributing to energy savings.

Alternative Energy can be found at our US headquarters in Ramsey, NJ, where we installed a 967,000-kWh solar energy system consisting of 3,498 240-watt solar panels. Based on EPA standards, our system produces enough energy to power more than 80 homes for one year or offset the greenhouse gas emissions produced by 132 passenger vehicles.

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

- Provides a comprehensive and well-recognized system for tracking, documenting and sharing information about fuel use and freight emissions across supply chains.
- Helps companies identify and select more efficient freight carriers, transport modes, equipment, and operational strategies to improve supply chain sustainability and lower costs from goods movement.
- Supports global energy security and offsets environmental risk for companies and countries.

EXHIBIT A

- Reduces freight transportation-related emissions by accelerating the use of advanced fuel-saving technologies.
- It is supported by major transportation industry associations, environmental groups, state and local governments, international agencies, and the corporate community.

F. 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. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Konica Minolta is proud to have partnerships in place with companies holding various diverse business certifications across the country. We have developed two key programs to foster relationships with these valued business communities:

1. Vendor Diversity Program- This program focuses on engaging small, woman-owned, and minority-owned businesses as suppliers to Konica Minolta for our day-to-day operational needs. It reflects our commitment to supporting diverse businesses and creating inclusive supply chains.

2. Strategic Alliance Program- Through this program, Konica Minolta partners or teams with companies that hold minority or HUBZone certifications at both the State and Federal levels. The program facilitates collaboration on both public sector and private sector business opportunities.

- Partnerships are formed based on several factors, including the needs of the specific opportunity, the statement of work, the partner's business function within the overall solution, financial viability, contract requirements, and customer preferences.
- These partnerships involve businesses certified as Women-Owned, African American-Owned, Veteran-Owned, Asian American-Owned, Native American-Owned, and Hispanic American-Owned, supporting opportunities in specific geographies or for specific contracts.

3. Pricing and Customer Considerations- When working with diversity partners, Konica Minolta ensures that pricing strategies remain consistent. Our goal is to always provide the best available pricing to our customers, regardless of whether a diversity partner is involved.

4. Certification Information- Konica Minolta can provide a list of its diversity partners and their certifications upon request, ensuring transparency and alignment with Participating Agencies' requirements for diverse business engagement.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

Yes ☒ No

If yes, list certifying agency:

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

(DBE)

Yes ☒ No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

Yes ☒ No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

Yes ☒ No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

Yes ☒ No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

While Konica Minolta is not a small, minority-owned, or woman-owned business enterprise, we are deeply committed to fostering diversity and inclusivity in our supply chain. We actively source materials and services from suppliers who are at least 51% owned and operated by one or more of the following categories or ethnicities:

- Small Disadvantaged Businesses
- Minority-Owned Business
- Women-Owned Businesses
- Disabled-Owned Businesses
- Veteran-Owned Businesses
- LGBT-Owned Businesses

We prioritize the utilization of Minority, Women-Owned, and Disadvantaged Business Enterprises (MWDBEs) in all aspects of our purchasing and performance. For many contracts, we collaborate with these enterprises to support lease financing, delivery, and service maintenance requirements for our devices.

Through our Strategic Alliance Program, Konica Minolta forms partnerships with companies holding state or federal certifications in categories such as Women-Owned, African American-Owned, Veteran-Owned, Asian American-Owned, Native-Owned, and Hispanic American-Owned businesses. This program focuses on creating partnerships tailored to specific contracts, geographies, and client needs.

The selection process considers the partner's certification, financial viability, alignment with contract requirements, and their ability to perform a useful business function in the overall solution. Once a partner is chosen, we establish a teaming agreement governed by the specific statement of work.

Konica Minolta can provide examples of successful partnerships and collaborations upon request. These relationships reflect our dedication to supporting diverse businesses and promoting equitable economic opportunities.

I. Describe how supplier differentiates itself from its competitors.

Differentiating Konica Minolta: Innovation, Customer Focus, and Sustainability

1. Evolving Beyond Expectations- Traditionally known as an MFP/printer vendor, Konica Minolta has significantly evolved, repositioning itself as a managed services company delivering end-to-end

workplace solutions. This transformation reflects our commitment to exceeding customer expectations and addressing the growing complexities of modern business environments.

2. Our Vision: The Intelligent Connected Workplace- At the heart of our strategy lies the *Intelligent Connected Workplace*, a forward-thinking vision that integrates cutting-edge technologies to connect people, data, and workflows. By enabling businesses to automate processes, optimize operations, and enhance security, this approach ensures organizations remain agile and efficient in an ever-changing world. Our vision progresses through various maturity stages, guiding customers from paper-based processes to fully optimized, digitally connected workplaces.

3. Innovative Technology and Solutions- Konica Minolta invests heavily in R&D to create advanced imaging, printing, and IT solutions that integrate technologies like artificial intelligence (AI), machine learning, and the Internet of Things (IoT). Our comprehensive portfolio includes:

- Hardware and software for document management
- Workflow automation tools
- Cloud services and cybersecurity solutions
- This holistic approach enables businesses to streamline operations, improve productivity, and reduce costs.

4. Industry-Specific Expertise- We develop tailored solutions for various industries, including healthcare, education, and finance. By addressing unique challenges and regulatory requirements, we position ourselves as trusted partners for these sectors.

5. Sustainability and Corporate Responsibility- Sustainability is central to our operations. Initiatives like our *Clean Planet Program* focus on reducing environmental impact through recycling, waste reduction, and energy-efficient product design. Our *EcoVision 2050* reflects a long-term commitment to a sustainable earth and society, resonating with organizations prioritizing corporate social responsibility.

6. Customer-Centric Approach- We prioritize understanding and addressing unique customer needs. By delivering personalized solutions and exceptional support, we foster long-term relationships and high customer satisfaction. This focus on tailored service solutions helps differentiate us in a competitive market.

7. Managed Print and IT Services- Our Managed Print Services (MPS) and IT services, delivered through All Covered (our IT division), provide comprehensive strategies to optimize printing, secure infrastructure, and ensure seamless IT operations. These offerings include:

- Managed Print Service methodology (Consult, Implement, Manage)
- Robust security solutions for data protection
- Enterprise Content Management to optimize information flow

8. Technological Leadership and Recognition- Konica Minolta's innovations, such as the *bizhub MarketPlace* and proprietary technologies, enhance functionality, streamline workflows, and improve user experience. Our industry leadership is further recognized through numerous awards for innovation, design, and customer service, instilling confidence in our products and services.

9. Global Reach with Local Expertise- With over 125 direct sales locations and an extensive dealer network across the U.S., Konica Minolta combines global experience with local expertise to deliver consistent quality and support tailored to regional market needs.

EXHIBIT A

10. Commitment to Innovation and Value Creation- Our philosophy, *Giving Shape to Ideas*, reflects our dedication to transforming customer needs and societal challenges into impactful solutions. This value-driven approach ensures we deliver high-quality, innovative products and services that help our customers achieve their goals.

By leveraging these differentiators, Konica Minolta effectively positions itself as a leader in the imaging, printing, and IT services industries, offering advanced, sustainable, and customer-focused solutions.

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

To our knowledge, Konica Minolta is not presently, nor has it been in the past, involved in any litigation, bankruptcy, or reorganization that would negatively impact our ability to deliver the products, services, or solutions proposed under this RFP. Additionally, we treat all customer information as confidential and proprietary to ensure trust and compliance.

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 an 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 has not had any past debarments or suspensions to the best of our knowledge.

3.2 Distribution, Logistics

- A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Comprehensive Product and Service Offerings

Konica Minolta is proud to align with OMNIA Partners to provide a comprehensive suite of products and services tailored to meet the diverse needs of Participating Public Agencies across the nation. Our solutions are designed to optimize document and IT infrastructure, enhance productivity, and support public agencies' missions with scalable and innovative technologies.

Our offerings include:

1. Multi-function Devices (MFDs)

Konica Minolta's award-winning *bizhub* multifunction printers deliver reliable printing, scanning, and copying capabilities with advanced security features, seamless software integration, and intuitive interfaces. These devices are scalable to meet the needs of various public and private sector organizations.

2. Single-function Printers

Our high-performance single-function printers offer cost-efficient, fast, and reliable output, with network integration to support workflows in educational institutions, government offices, and non-profits.

3. Production and Industrial Print Equipment and Services

The *AccurioPress* and *AccurioJet* series provide cutting-edge production print capabilities for high-volume environments, with exceptional color quality, precision, and robust finishing options. These devices are ideal for centralized print centers, quick-copy shops, and public-sector organizations managing significant print demands.

4. Large/Wide Format Equipment

Designed for applications such as engineering drawings, public works documentation, and creative graphics, our wide-format printers deliver high-resolution output with superior scalability and speed.

5. Scanners

Konica Minolta offers a comprehensive portfolio of scanning solutions for digitizing records, improving accessibility, and supporting digital transformation in educational, governmental, and non-profit environments.

6. Specialty Printers and Supplies

We provide specialty printing solutions tailored to unique requirements, such as ID card printing, labeling, and custom printing needs, along with certified supplies for consistent and high-quality output.

7. Managed Print Services (MPS)

Konica Minolta's MPS program helps Participating Public Agencies optimize their print environments through:

- **Assessment and Optimization:** Comprehensive evaluations of print infrastructure to identify efficiencies.
- **Fleet Management:** Proactive monitoring and management of devices for operational excellence.

EXHIBIT A

- **Security Compliance:** Advanced print security solutions to safeguard sensitive data.

8. Digital Services (Intelligent Information Management, IIM)

Our IIM solutions streamline document capture, workflow automation, and data management. These services enable organizations to digitize operations, automate repetitive processes, and enhance accessibility through centralized repositories.

9. IT Services

Through All Covered, our IT division, Konica Minolta provides tailored IT solutions, including:

- Network design and management
- Cloud hosting and services
- Cybersecurity solutions
- Help desk and end-user support

10. Centralized Production and Communication Services

- **Production Print Solutions:** High-speed digital presses and finishing equipment for large-scale production needs.
- **Communication Services:** Personalized 1:1 communication solution integrating print and digital formats, enabling effective outreach to internal and external audiences.

Supporting Cooperative Purchasing

As a nationwide vendor, Konica Minolta is equipped to meet the demands of cooperative purchasing through OMNIA Partners. We provide:

- **Scalable Solutions:** Products and services designed to accommodate the varied needs of Participating Public Agencies.
- **National Reach with Local Expertise:** Extensive direct sales locations and dealer networks ensure high-quality service delivery nationwide.
- **Competitive Pricing:** Leveraging aggregate spend through OMNIA Partners, we offer competitive pricing that maximizes value for Participating Public Agencies.
- **Streamlined Procurement:** A publicly competed and awarded contract allows for direct purchasing, eliminating the need for additional competitive solicitations.

With a robust portfolio of technology solutions and a commitment to innovation, Konica Minolta is ready to support the mission-critical needs of OMNIA Partners and Participating Public Agencies nationwide.

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.

Nationwide Distribution of Products and Services

Konica Minolta has a proven track record of delivering top-tier products and services to the public sector and OMNIA Partners members. With a history of consistent annual revenue growth and successful engagements under existing OMNIA Partners contracts, we are a trusted partner for government agencies.

Our distribution strategy is supported by a dedicated Public Sector Sales Team, over 120 branch locations, and 260 authorized dealers across the United States. This extensive network allows us to

EXHIBIT A

provide seamless sales, delivery, and support services, ensuring swift responses to the diverse needs of Participating Public Agencies. Our robust infrastructure fosters impactful partnerships, driving innovation and excellence in every collaboration.

Coverage Across the United States and Territories

Konica Minolta Business Solutions fully supports the delivery of products and services under the Master Agreement nationwide, including all U.S. states, territories, and outlying areas. Our branch and dealer network provide comprehensive sales and support to all OMNIA Partners Participating Public Agencies.

- **FOB Destination for the Contiguous U.S. and D.C.:** All Multi-function Devices (MFDs) and other products included in this proposal are delivered FOB Destination to the customer's specified location within the 48 contiguous states and the District of Columbia.
- **FOB Origin for OCONUS Deliveries:** Deliveries to territories and outlying areas (OCONUS) are offered on an Open Market FOB Origin basis. Any premium routing or additional requirements (e.g., specialized equipment or rigging) will be itemized as separate charges on Konica Minolta's invoice.

No Coverage Exclusions

Konica Minolta does not exclude any states, U.S. territories, or outlying areas from coverage under the Master Agreement. We are committed to ensuring all Participating Public Agencies can access our products and services without geographic restrictions.

C. Describe how Participating Agencies are ensured 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.

Ensuring Master Agreement Pricing for Participating Agencies

Konica Minolta ensures that Participating Agencies receive Master Agreement pricing through a robust system that integrates advanced technology, a dedicated sales force, and transparent verification processes.

1. SAP Integration for Accurate Pricing

Konica Minolta uses a customized version of SAP software to ensure pricing compliance. This system assigns a specific internal Master Agreement number for the OMNIA Partners contract, incorporating all terms, conditions, and approved pricing details. Sales representatives generate customer quotes using this pricing, referencing the OMNIA Partners Master Agreement to ensure accuracy.

2. Nationwide Distribution Channels

- **Direct Sales Force:** Our Public Sector Sales Team operates through over 120 Direct Branch locations across the United States, working closely with Participating Agencies to provide procurement guidance, prepare quotes, and facilitate purchasing decisions.
- **Authorized Dealer Network:** In addition to our Direct Branches, Konica Minolta supports Participating Agencies through an extensive network of 260 authorized dealers, ensuring nationwide availability and localized service.
- **Online Catalog:** A dedicated website lists all approved pricing and products under the Master Agreement. Participating Agencies can access this online catalog to independently verify product offerings and pricing compliance.

3. Procurement and Verification Process

- **Quote Generation and Approval:** Sales representatives generate detailed quotes using SAP software, referencing the Master Agreement pricing. These quotes are presented to Participating Agencies for review and approval.
- **Order Processing Verification:** Upon approval of a quote and receipt of a Purchase Order or Lease Agreement, our order processing and Master Agreements teams review the order to ensure compliance with all Master Agreement terms and pricing before initiating delivery and installation.

4. Ensuring Pricing Compliance

- **Catalog Transparency:** Participating Agencies can independently verify pricing through our online catalog, which includes all approved pricing and terms under the Master Agreement.
- **Internal Audit Process:** Konica Minolta's order processing and compliance teams audit every transaction to confirm alignment with Master Agreement pricing and conditions. This ensures that Participating Agencies always receive the agreed-upon pricing.

5. Summary of Distribution Channels and Pricing Verification

- **Direct Ordering:** Managed through SAP software for consistent, compliant pricing.
- **Authorized Dealers:** Provide local sales and support while adhering to Master Agreement pricing.
- **Online Access:** The dedicated catalog enables Participating Agencies to review and verify pricing independently.
- **Order Review and Audits:** Internal teams ensure compliance with Master Agreement terms at every stage of the procurement process.

6. Commitment to Transparency and Compliance

Konica Minolta is dedicated to ensuring that all Participating Agencies benefit from accurate pricing, streamlined processes, and transparent communication. By integrating advanced technology, robust distribution channels, and detailed verification procedures, we provide confidence and consistency in all transactions under the Master Agreement.

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

Konica Minolta oversees the sale, service, and shipment of the products it manufactures, ensuring comprehensive and seamless support for customers.

When a Dealer is involved in a transaction, they are responsible for shipping the equipment to the end user after receiving the required inventory from Konica Minolta. In some cases, Konica Minolta may engage third-party companies with which we have teaming agreements to handle shipping to specific locations. These arrangements are made with prior approval, and a list of these third-party companies can be provided upon request.

For products that Konica Minolta does not directly manufacture, we maintain strategic partnerships with other manufacturers. In such cases, the shipping and delivery of hardware are coordinated between the Branch or Dealer and the respective manufacturer to ensure timely and accurate fulfillment.

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

Konica Minolta supports its nationwide operations through a robust network of over 120 direct branch sales locations and approximately 260 authorized dealers. This network is responsible for

EXHIBIT A

both the sales and service of our placed products and services, ensuring comprehensive coverage across the United States. To support this infrastructure, Konica Minolta employs over 813 representatives at our direct branches, complemented by more than 10,000 employees within our authorized dealer network, all dedicated to delivering exceptional service and support.

In addition to our sales and service network, Konica Minolta operates 12 national distribution centers to ensure timely and efficient delivery of products. A key facility within this network is our major distribution warehouse complex in Brooks, Kentucky, strategically located just minutes from a central UPS shipping hub. This location enables us to meet the document production and management needs of clients throughout North America with minimal turnaround time, ensuring optimal service and satisfaction.

3.3 Marketing and Sales

- A. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.

Konica Minolta supports transparency for Participating Public Agencies and understands the importance of due diligence. However, we respectfully request that pricing information and Public Agency customer details submitted as part of this proposal not be publicized on OMNIA Partners' website.

Publicly sharing this information could compromise competitive pricing strategies and expose sensitive data to competitors, potentially disadvantaging both Konica Minolta and Participating Public Agencies. To balance transparency with confidentiality, we will provide all necessary documentation, including pricing details, through controlled channels upon request.

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

Konica Minolta's Executive Leadership Team is proud to fully endorse and sponsor our partnership with OMNIA Partners. Our team includes:

- **Sam Errigo**, President, and CEO
- **Mark Simons**, President, U.S. Direct Sales
- **Laura Blackmer**, President, Dealer Sales
- **Emil Enstrom**, Senior Vice President, Enterprise, and Government
- **Scott McCool**, Vice President, Government Sales, and Marketing

The leadership team has crafted a comprehensive go-to-market strategy that incorporates OMNIA Partners. We are committed to promoting and marketing this agreement to all relevant customers. However, we have several programs in place and will use the contract vehicle preferred by our customers.

Konica Minolta's 90-Day Marketing Plan

EXHIBIT A

Konica Minolta's 90-day marketing plan will integrate our standard contract launch and marketing strategy to promote our newly awarded OMNIA Partners contract to our national sales force and business unit specialists. Our initial step is to ensure that our dealer and direct sales channels are fully prepared to effectively market and utilize the contract.

Sales Training and Education

Konica Minolta employs various technologies for internal and external marketing. Internally, we leverage Konica Minolta's Learning Group to conduct a Government Sales Learn Track assigned to sales teams. This track covers the fundamentals of selling to government entities and discussing cooperative contracts with government buyers and business managers. We will update the learn track to reflect the new OMNIA Partners contract to test the knowledge of sales representatives and managers.

Sales teams will also have access to our internal Government Portal, available to all Konica Minolta employees and dealer personnel. This portal includes internal newsletters that share success stories, sales strategies, and Konica Minolta-related news. We will use this platform to announce the award of the OMNIA Partners Contract and other relevant news. We will use this platform to announce the award of the OMNIA Partners contract and other relevant updates.

Our direct sales force utilizes a CRM system to collect customer data, which is used in the sales process. This data can also be used in marketing to prospects through various tools within the system, including email campaigns as outlined in our marketing plan. 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 will be posted to Konica Minolta's internal Government Portal, will include:

- Launch presentations
- Price catalogs
- OMNIA Partners marketing materials
- FAQs
- Sales and order process guides
- Internal process documentation
- 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 responsible for order review, and processing, compliance, and billing. This will allow us to address questions before the first order is placed. We will then schedule a series of launch webinars to accommodate all sales teams across the country. OMNIA Partners representatives will be invited to provide an overview of OMNIA Partners and promote the new award. 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 will be recorded to ensure everyone can access and revisit the information, if necessary. After the national webinars are complete, our Government Account Managers (GAMs) will conduct additional regional, local, or dealer/branch-specific reviews of the OMNIA Partners contract. These engagements would include the OMNIA Partners Regional Managers to foster local partnerships and discuss current opportunities.

In conjunction with any OMNIA Partners strategy and review session, our GAMs 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 energize the sales teams and create personal motivation to market the OMNIA Partners contract.

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

- C. 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 Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
 - ii. Design, publication and distribution of co-branded marketing materials within first 90 days
 - iii. Commitment to attendance and participation with OMNIA Partners 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
 - iv. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners 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.
 - v. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - vi. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
 - vii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;

EXHIBIT A

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

Konica Minolta is committed to marketing a master agreement award with all public sector agencies, including our current customers. We feel that the best marketing is that of engagements with customers, which is why we are heavily committed to a dedicated public sector sales team. Those sales teams will identify current customers in the first 90 days that have contract needs and introduce them to the OMNIA Partners agreement along with the benefits of cooperative procurement.

Additionally, Konica Minolta will utilize our current websites, marketing resources, social media platforms and industry relationships to spread the word about our new OMNIA Partners agreement.

- 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 to trade publications and will help market the contract to public entities nationwide. Konica Minolta uses social media platforms such as Facebook, Twitter, LinkedIn, YouTube, Pinterest, and Instagram to provide information to followers, customers and prospects.
- 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.
- Co-Branded Marketing Materials: Konica Minolta will create OMNIA Partners contract-specific marketing materials highlighting the partnership and benefits to public sector customers. These materials may be customized and made available to OMNIA Partners for use in their marketing publications. We will also co-brand Konica Minolta brochures and sell sheets that provide features and benefits of OMNIA Partners and Konica Minolta products available on the OMNIA Partners Contract.
- National Conferences and Trade Shows: Konica Minolta will attend government and education procurement conferences and trade shows to showcase our offerings and promote the OMNIA Partners Contract. We attend the NIGP Forum annually along with other national and local events. Our dealers and branches will also attend many local conferences and expos in their markets to showcase Konica Minolta products, the OMNIA Partners Contract, and their local sales teams.
- Master Agreement Promotion: Konica Minolta's public sector team consistently messages around the benefits of cooperative procurement in publications, social media posts, case studies, presentations, marketing campaigns and on websites. Those that are specific to OMNIA partners will bear the name and logo.

- D. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. 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.

Transitioning Public Agency Customers to the OMNIA Partners Master Agreement

EXHIBIT A

Konica Minolta is committed to ensuring a smooth and seamless transition for existing Public Agency customers to the nationally available OMNIA Partners Master Agreement. Our process emphasizes proactive communication, customized consultation, and a focus on delivering value through the OMNIA cooperative framework.

Transition Process

1. Proactive Customer Engagement:

Konica Minolta will notify all applicable Public Agency customers about the availability and benefits of the OMNIA Partners Master Agreement. This includes highlighting its advantages as a streamlined procurement vehicle with competitive pricing and nationwide accessibility.

2. Evaluation of Existing Agreements:

Each customer's current cooperative contract will be thoroughly evaluated in consultation with their procurement teams. This review ensures that transitioning to the OMNIA Partners Master Agreement aligns with their operational and budgetary needs.

3. Tailored Transition Plans:

For customers opting to migrate, we will create a detailed transition plan addressing their specific requirements, ensuring continuity of services and minimal disruption.

4. Ongoing Support:

Our dedicated sales teams will assist Public Agency customers throughout the transition process, providing education on the Master Agreement's scope, terms, and benefits. This ensures they can make informed decisions and seamlessly integrate their procurement activities under OMNIA Partners.

Current Cooperative Contracts Held by Konica Minolta

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, pricing, and other factors of the current agreement with the customer, these transitions will be at Konica Minolta's discretion.

Positioning the OMNIA Partners Master Agreement

The OMNIA Partners Master Agreement will be positioned as a flagship solution within our portfolio of cooperative agreements, offering:

- **Broad Nationwide Accessibility:** A procurement option available to Public Agencies across the country.
- **Competitive Pricing:** Ensuring cost-effectiveness without compromising quality.
- **Streamlined Procurement Processes:** Simplifying access to products and services while meeting regulatory and operational requirements.
- **Enhanced Support and Resources:** Providing tailored customer service and resources specifically designed for OMNIA Partners participants.

By positioning the OMNIA Partners Master Agreement as a comprehensive, nationwide solution, Konica Minolta ensures it is viewed as the optimal choice for Public Agencies seeking efficient, scalable, and cost-effective procurement solutions.

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

Konica Minolta agrees to provide its logo(s) to OMNIA Partners, Public Sector, and grants permission for their use in marketing communications and promotions. Additionally, Konica Minolta

EXHIBIT A

acknowledges that the reproduction of the OMNIA Partners, Public Sector logo will require prior permission.

- F. 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 OMNIA Partners. All sales materials are to use the OMNIA Partners 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 committed to providing its goods and services to public agencies nationwide. Our Public Sector Sales and Marketing Team has implemented a proactive lead engagement process, beginning with Government Account Managers evaluating opportunities and determining the appropriate next steps to support customers with their projects.

All Konica Minolta sales materials for OMNIA Partners will prominently feature the OMNIA Partners logo. Our communications will emphasize that the Master Agreement was competitively solicited, publicly awarded by a Principal Procurement Agency, and is a no-cost program for agencies to utilize.

Konica Minolta's proposal is based on the requirements outlined in this RFP, ensuring that all discounts reflect pricing available to customers of comparable size and scope. Additional discounts may be offered to OMNIA Partners Members upon review, negotiation, and at Konica Minolta's discretion.

- G. 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
- iv. Knowledge of benefits of the use of cooperative contracts

Upon award of the contract, the Konica Minolta Government Sales and Marketing team will develop and deliver comprehensive training materials to ensure the national sales force is fully knowledgeable about the Master Agreement. These materials will equip sales representatives with the tools and understanding necessary to effectively promote and utilize the agreement among eligible Public Agencies.

Training Components

The training will cover the following key areas:

- **Master Agreement Overview:** Scope, term dates, contract number, and other essential details.
- **RFP Process Knowledge:** A working understanding of the competitive solicitation and public award process, ensuring transparency and credibility in promoting the agreement.
- **Key Terms and Conditions:** An overview of contractual obligations and compliance requirements.

EXHIBIT A

- **Products and Services:** Detailed information on the products and services available under the agreement.
- **Eligible Agencies and Cooperative Purchasing:** A clear explanation of the range of Public Agencies eligible to utilize the agreement through OMNIA Partners, along with the benefits of cooperative purchasing.

Delivery and Accessibility

Training materials will be distributed to all Konica Minolta management, administrative staff, and channel sales teams through our internal **Government Portal**, ensuring easy access and reference throughout the life of the contract.

Additional Training Resources

To further enhance understanding and application, Konica Minolta will:

- Develop a **Contract Playbook:** This resource will provide in-depth guidance on utilization strategies, emphasize the benefits of the Master Agreement, and serve as a go-to reference for the sales force.
- Incorporate **Learn Tracks:** These structured training modules will integrate essential OMNIA Partners contract information and cooperative contract benefits into Konica Minolta's regular training programs for the national sales team.

Through these initiatives, Konica Minolta ensures its national sales force is well-prepared to support Public Agencies under the Master Agreement, while maintaining a high standard of knowledge and readiness throughout the contract's duration.

H. Provide the name, title, email and phone number for the person(s), who will be responsible for:

- i. **Executive Support**
 Marc Biga, National Sales Director, Public Sector
MBiga@kmbs.konicaminolta.us
 (720) 290-2431
- ii. **Marketing**
 Paul A Campana, Regional Sales Director, Public Sector
pcampana@kmbs.konicaminolta.us
 (650) 581-2261
- iii. **Sales**
 Paul A Campana, Regional Sales Director, Public Sector
pcampana@kmbs.konicaminolta.us
 (650) 581-2261
- iv. **Sales Support**
 Paul A Campana, Regional Sales Director, Public Sector
pcampana@kmbs.konicaminolta.us
 (650) 581-2261
- v. **Financial Reporting**
 Lisa Murdza, Government Program Specialist
lmurdza@kmbs.konicaminolta.us
 (239) 210-3409
- vi. **Accounts Payable**

Elisa White, Sr. Accounts Payable Specialist
ewhite@kmbs.konicaminolta.us
(845) 323-0907

vii. **Contracts**

Sunny Kim, Contract Specialist
Sunny.kim@kmbs.konicaminolta.us
(703) 760-3588

I. 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 products and services are offered nationwide by more than 120 direct branch sales locations, and by approximately 260 Konica Minolta authorized dealers. This network is responsible for both the sales and service of placed products and services. We have over 813 representatives nationally to support this contract with our direct branches, and over 10,000 authorized dealer employees. Konica Minolta has 120 dedicated SLED sales representatives nationally.

Specific to the public sector vertical and this contract award, Konica Minolta employs a Public Sector Sales Team comprised of a National Director of Public Sector Sales (SLED), 3 Regional Directors of Public Sector Sales (SLED), and 13 Government Account Managers that sell direct to the largest SLED agencies and institution in the country. Our dealers are supported by a team of support personnel including 3 dealer-only Government Account Managers and 1 Dealer Program Manager. These individuals work closely with our direct branches and dealers to educate them on the OMNIA Partners contract, the benefits of cooperative purchasing and assist in sales opportunities with participating agencies within their designated territories.

The State Contracts Department is responsible for the overall management and compliance of all our state and national cooperative contracts. Our contracts department manages over 48 state contracts nationally and its national cooperative contracts.

Scott McCool is the Vice President of Public Sector Sales and Marketing at Konica Minolta. He leads our SLED, Federal and Strategic Partner sales efforts.

Scott McCool
303-941-9746
Smccool@kmbs.konicaminolta.us

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

The sales teams, along with the Public Sector Sales and Marketing Group, will spearhead the marketing effort. 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 believes 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 believe that the recurring engagements we currently have with OMNIA allow us to hold each other accountable to the growth strategies that we have co-authored. We strive to continue learning the best practices of OMNIA Partners and its most successful vendors.

Konica Minolta will continue to request assistance from OMNIA Partners Regional Managers 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.

EXHIBIT A

Konica Minolta will utilize OMNIA Partners resources to update customers on the addition of products or services or any other contract-related information through our joint marketing strategy.

We will continue to 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 with the information they need to market the contract's benefits and the 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 Senior Leadership team is invested in our OMNIA Partners partnership. We have dedicated Paul Campana to lead our national program from a sales and marketing standpoint. Paul is tasked to identify targeted marketing needs for specific products and services both nationally and based on local market advantages. Marketing initiatives are brought before our VP of Marketing and / or our VP of Digital Marketing to develop the strategies and creative work needed to reach the desired result.

Additionally, Paul works with our Regional Directors of Public Sector Sales to drive sales efforts, assist in connecting them with OMNIA Partners' resources and monitoring and measuring overall performance. The Regional Directors fully understand the advantages that OMNIA Partners brings to our mutual customers and to our sales teams. They reinforce these in one on ones with their teams to drive the sales efforts.

Account setup and contract administration is handled by our Administration Team in Ramsey, NJ. These skilled individuals work diligently to set up accounts, process orders and ensure timely delivery based on customer demands. Contract compliance and administration is handled by a dedicated team of contract specialists who manage the contract efforts, answer contract-related questions and assist in the sales efforts of our teams.

- 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 Agency Sales and Key Customers

Public Agency sales for the fiscal year 2023 totaled \$256,500.00.

Konica Minolta Business Solutions currently holds over 50 State and Cooperative Contracts, as well as multiple Federal Contracts, including GSA Schedule 36. Below is a list of the top 10 customers who utilized these contracts in the previous fiscal year, including total purchases and key contacts.

Please note that Konica Minolta considers this customer list confidential and proprietary. Additional information can be provided upon request.

EXHIBIT A

Reference #	Customer	State
1	City of Los Angeles	California
2	Commonwealth of Massachusetts	Massachusetts
3	University of Colorado	Colorado
4	Clark County	Nevada
5	County of Alameda	California
6	Dallas Community College District	Texas
7	Florida Department of Corrections	Florida
8	Palm Beach County	Florida
9	University of Tennessee	Tennessee
10	Fairfax County	Virginia

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 customers can call between 8:30 AM and 8:00 PM EST to check 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 can accept and process purchase orders directly.

- Requested orders are immediately inputted into the order-processing center through the KM Corporate Order Entry System.
- Within 24 hours, an order number is generated for the input order.
- 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.
- Once a serial number is assigned, the scheduled ship date/delivery date is confirmed.
- Upon shipping, an invoice number is immediately generated.
- After shipping confirmation, the Konica Minolta device(s) is entered into the Konica Minolta SAP System (a database/software that supports the Customer Care Center).
- Once entered into SAP, the device(s) is immediately scheduled for technical setup at the customer's location.

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

EXHIBIT A

wide platform offering access from any Konica Minolta desktop or networked laptop, as well as remote dial-up access.

Expedited Order Process

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

- M. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement (“Guaranteed Contract Sales”).

\$ _____ .00 in year one
\$ _____ .00 in year two
\$ _____ .00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

While Konica Minolta has gained valuable insights from our experience since the current contract began, we believe it is not prudent to provide minimum sales thresholds due to variability in market conditions and external factors. Our public sector sales figures demonstrate the growth potential of this market segment, which remains a high priority for expansion. We anticipate this Master Agreement will be instrumental in furthering that growth. While we cannot commit to minimum contract sales, Konica Minolta looks forward to working closely with our OMNIA Partners representative to discuss and forecast annual sales growth based on our fiscal year go-to-market strategies.

Konica Minolta cannot commit that the not-to-exceed pricing provided is the lowest available pricing. As a well-established company in the public sector market, we currently hold contracts with varying terms and conditions, which influence the discounts provided. Pricing will be extended to participating public agencies based on the contract they have chosen or are eligible to utilize. Various market conditions and product configurations may impact on the pricing provided to these agencies.

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 for OMNIA Partners. Additional discounts may be available to OMNIA Partners Members upon review, negotiation, and at Konica Minolta's discretion.

Konica Minolta is committed to marketing this award aggressively and responsibly to all our channels. We will provide marketing materials and post information on our internal websites as well as any Omnia websites made available. Additionally, we will utilize the contract vehicle requested at the customer's discretion, leveraging existing programs to ensure the success of this partnership. 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 said 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.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- ii. 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 under the Master Agreement.
- iii. 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).
- 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.

Konica Minolta Strategies

Konica Minolta employs several strategies when responding to solicitations for products covered under the Master Agreement, ensuring flexibility and compliance with Public Agency requirements.

1. Case-by-Case Evaluation:

- a. Each solicitation is unique, and Konica Minolta assesses the specific requirements, competitive landscape, and potential value of each opportunity individually. This approach allows for tailored responses that best meet the needs of the Public Agency while aligning with the Master Agreement.

2. Competitive Pricing Adjustments:

- a. In highly competitive scenarios, Konica Minolta may offer pricing lower than the standard Master Agreement rates to secure the contract. This flexibility ensures that we remain competitive while still adhering to the terms of the Master Agreement.

3. Enhanced Proposal Customization:

- a. When responding to solicitations, Konica Minolta customizes proposals to highlight the benefits of the Master Agreement, including cost savings, streamlined procurement processes, and compliance with public procurement regulations. This customization helps Public Agencies understand the value of utilizing the Master Agreement.

4. Alternative Solutions:

- a. If a Public Agency is hesitant to use the Master Agreement, Konica Minolta may present alternative solutions that still offer competitive pricing and value. This could include higher pricing proposals with detailed justifications or additional services that enhance the overall value proposition.

5. Transparent Communication:

- a. Maintaining open and transparent communication with Public Agencies is crucial. Konica Minolta ensures that all aspects of the proposal, including pricing, terms, and benefits of the Master Agreement, are clearly

communicated. This transparency builds trust and facilitates smoother procurement processes.

6. Feedback and Continuous Improvement:

- a. After each solicitation response, Konica Minolta gathers feedback to understand what worked well and where improvements can be made. This continuous improvement process helps refine our strategies and enhance future responses.

By employing these strategies, Konica Minolta ensures that we can effectively respond to a wide range of solicitation scenarios, providing Public Agencies with the best viable solutions while maintaining compliance with the Master Agreement.

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Exhibit F
Federal Funds Certifications

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

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.

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 \$250,000, 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 provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

(a) *Definitions.* As used in this provision—

Version March 19, 2024

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;
or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

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.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, 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 _____ KM _____ 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 _____ KM _____ 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 _____ KM _____ 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 _____ KM _____ 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 _____ KM _____ 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 _____ KM _____ 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. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

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 _____ KM _____ 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 _____ KM _____ 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, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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 Federal 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 of Lobbying Activities," in accordance with its instructions.

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 Section 1352, Title 31, U.S. Code. 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.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ KM _____ 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 _____ KM _____ Initials of Authorized Representative of offeror _____

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 _____ KM _____ 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. Additionally:

- (1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.
- (2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF ROLLING STOCK**

CERTIFICATE OF COMPLIANCE

(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES: ☒

OR

Version March 19, 2024

Certificate of Non-Compliance with 49 USC §5323(j)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.

Check for YES: ☐

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS**

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Check for YES: ☒

OR

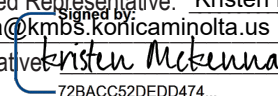
Certificate of Non-Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Check for YES: ☐

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

Offeror's Name: Konica Minolta Business Solutions U.S.A., Inc.
Address, City, State, and Zip Code: 1595 Springhill Rd Suite 410
Phone Number: 703-760-3551
Fax Number: _____

Printed Name and Title of Authorized Representative: Kristen McKenna, Director Government Contracts
Email Address: kristen.mckenna@kmbbs.konicaminolta.us
Signature of Authorized Representative: 
Date: 12/10/2024 72BACC52DEDD474...

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

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 KM 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 KM Initials of Authorized Representative of offeror

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

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.

Signed by:

Date: 12/10/2024

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FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) 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 Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

“Contract” in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

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 the Participating Public Agency 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 and 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), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

- 1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

- 2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- 3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

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.

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.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA 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. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018,⁴ must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. 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 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).
- b. Key Definitions.
 - i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit

of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

- ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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 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 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.

(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 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.

(7) 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 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 portion of the sentence immediately preceding paragraph (1) and 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 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.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the

Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a. Standard. 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). 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.
- b. Applicability. The Davis-Bacon Act 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.
- c. Requirements. If applicable, the non-federal entity must do the following:
 - i. 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.
 - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, 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.
 - iii. 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").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are 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.
- c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- a. Standard. Recipient and subrecipient contracts must 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”).
- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. Requirements. If applicable, the non-federal entity must 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). 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. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland “Anti-Kickback” Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.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.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as 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.

- c. 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.”

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), 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). 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 work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

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 suchworkweek.

(2) *Violation; liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in paragraph (b)(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 (b)(1) of this section, in the sum of

\$27 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 (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/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 (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(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 (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. Standard. 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).
- b. Applicability. This requirement applies to “funding agreements,” but it 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.”
- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) 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.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. Standard. If applicable, contracts 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).

- b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. Suggested Language. The following provides a sample contract clause.

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 Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the 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 Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the 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.

9. DEBARMENT AND SUSPENSION

- a. Standard. 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).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

- i. 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 2 C.F.R. § 200.213. 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. See 2 C.F.R. § 180.530.
- ii. 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 subrecipients.
- iii. 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. **Suggested Language.** 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’s 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 the Participating Public Agency. 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 the Participating Public Agency, 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.

10. BYRD ANTI-LOBBYING AMENDMENT

- a. Standard. 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 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 Federal awarding agency.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- c. Suggested Language.

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 who in turn will forward the certification(s) to the awarding agency.

- d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, 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 section 1352, title 31, U.S. Code. 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, 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. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signed by:

Kristen McKenna

72BACC52DEDD474

Signature of Contractor's Authorized Official

Kristen McKenna, Director Government Contracts

Name and Title of Contractor's Authorized Official

12/10/2024

Date

11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non-federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. 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. Suggested Language.
 - i. 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—
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2. Meeting contract performance requirements; or
 - 3. At a reasonable price.
 - ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

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

- i. The Contractor agrees to provide Participating Public Agency, 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.
- ii. 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.
- iii. 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.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

- a. Standard. 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.
- b. Applicability. 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.

15. DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. FEMA recommends that all non-Federal entities 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.
- c. "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.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

EXHIBIT A

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities 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.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity 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.
- c. "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."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. 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. Applicability. FEMA recommends that the non-Federal entity 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.
- c. "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."
- d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA

EXHIBIT A

under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may be asked to provide products and services to agencies following Federal Transit Administration and/or Department of Transportation requirements. By submitting a response, the Supplier is accepting these FTA and DOT Special Conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

(1) The Participating Public Agency and contractor/vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the purchaser, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

(1) The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government deems appropriate.

(2) The contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. § 5323(l) on the contractor, to the extent the Federal Government deems appropriate.

(3) The contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

(1) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

(2) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract

EXHIBIT A

for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

(3) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

(4) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

FEDERAL CHANGES

(1) Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (a)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

The Participating Public Agency is an Equal Opportunity Employer. As such, the Participating Public Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Participating Public Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

(1) Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 20000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:

- (a) **Race, Color, Creed, National Origin, Sex**. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include,

EXHIBIT A

but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) **Age** - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities** - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The contractor also agrees to include these requirements in each subcontract financed whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

INCORPORATION OF FTA 4220.1F TERMS

(1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.

(2) Flow Down – The incorporation of FTA terms has unlimited flow down.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).
- 5) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).
- 6) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage

EXHIBIT A

payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of Participating Public Agency.

- 7) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 et seq. and 41 CFR Part 301-10.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

- 1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.
- 2) Flow Down – The incorporation of FTA terms has unlimited flow down.

SUSPENSION AND DEBARMENT

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to

EXHIBIT A

suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, 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.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

CARGO PREFERENCE REQUIREMENTS

Use of United States-Flag Vessels. The contractor agrees:

- 1) To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.
- 2) To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington D.C. 20590 and the FTA recipient (through the contractor in the case of a subcontractor's bill-of lading).
- 3) To include these requirements in all subcontracts issued pursuant to the contract when the subcontract may involve the transport of equipment, materials, or commodities by ocean vessel.

FLY AMERICA

Fly America Requirements:

- 1) Definitions. As used in this clause- "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. "United States" means the 50 States, the District of Columbia, and outlying areas. "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- 2) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- 3) If available, the contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

EXHIBIT A

- 4) In the event that the contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers
International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. <i>Stated Reason(s):</i> _____ _____ _____

- 5) The contractor shall include the substance of this clause, including this paragraph, in each subcontract or purchase under this contract that may involve international air transportation.

RECYCLED PRODUCTS

- 1) The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

When applicable:

- 1) Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

ADA ACCESS

- 1) In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

SAFE OPERATION OF MOTOR VEHICLES

- 1) *Seat Belt Use* - The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Participating Public Agency.
- 2) *Distracted Driver* - The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

PROMPT PAYMENT

- 1) The Prime Contractor shall pay any Subcontractor for work that has been satisfactorily performed no later than thirty (30) days from the date of the Prime Contractor's receipt of each payment made by the Participating Public Agency. Additionally, within thirty (30) days of satisfactory completion of all work required of the Subcontractor, the Prime Contractor shall release any retainage payments withheld to the Subcontractor.

FTA PROTEST NOTIFICATION

A protestant must exhaust all Participating Public Agency Procurement administrative procedures and remedies before pursuing a protest with the FTA.

- 1) Any and all protests shall be in writing and shall be filed with the Purchasing Manager with the Participating Public Agency. A protest relating to the process for determining the most responsive and responsible contractor shall be filed within five (5) business days after the protestor knows or should have known the basis of the determination. The Contract Officer shall respond to a protest within fourteen (14) calendar days after the receipt of the protest. The Purchasing Manager may grant the Contract Officer an extension for the response if warranted. A request for reconsideration of any and all determinations by the Contract Officer shall be filed with the Purchasing Manager within seven (7) calendar days after the receipt of the determination.
- 2) A protest shall include:
 - a. The name, address, and telephone number, including FAX number if available, of the protestor;
 - b. The signature of the protestor or authorized representative;
 - c. Identification of the contract/solicitation;
 - d. A detailed statement of the legal and/or factual grounds of protest including copies and/or citations of relevant documents, and;
 - e. The form of relief requested.
- 3) If any of the above information is omitted or incomplete, then the Protestor shall be notified, in writing, within two (2) calendar days after that determination, and the Protestor shall have two (2) calendar days in which to remedy the specified problem.
- 4) The Participating Public Agency will not make award prior to the resolution of a protest, or open bids prior to resolution of a protest filed before bid opening unless the Purchasing Manager determines in writing that it is in the best interests of the Participating Public Agency or in keeping with Item 7 of this procedure to do otherwise. Potential contractors will be advised of a pending protest if the protest is filed before award.
- 5) The Purchasing Manager may allow for an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties include all bidding contractors, and may also include a subcontractor or supplier provided they have a substantial economic interest in a portion of the IFB or RFP.
- 6) The Purchasing Manager shall respond "in writing", in detail, to each substantial issue raised in the protest. The Purchasing Manager has the sole authority to make determinations for the Participating Public Agency, and a determination shall be considered final when it is labeled as such. A request for reconsideration will be allowed by the Purchasing Manager if he determines that data has become available that was not previously known, or that there has been an error of law or regulation.
- 7) The Participating Public Agency may proceed with procurement when a protest is pending if the Participating Public Agency determines that:

- a. The items to be procured are urgently required;
- b. Delivery or performance will be unduly delayed by failure to make the award promptly; or
- c. Failure to make award will otherwise cause undue harm to the grantee for the Federal Government.

8) FTA will only entertain a protest that alleges:

- a. The Participating Public Agency failed to have or to adhere to its protest procedures, or failed to review a complaint or protest; or
- b. Violations of Federal law or regulation.

9) A protest to FTA must be filed in accordance with FTA Circular 4220.1F, available from the Contract Officer. Specifically, protestors shall file a protest with FTA Region 9 or FTA Headquarters Office no later than five (5) days after a final decision is rendered under the Participating Public Agency's protest procedure. In instances where the protestor alleges that the Participating Public Agency failed to make a final determination on the protest, protestors shall file a protest with FTA not later than five (5) calendar days after the protester knew or should have known of the grantee's failure to render a final determination on the protest.

A protest filed with FTA shall:

- a. Include the name and address of the protestor.
- b. Identify the grantee, project number, and the number of the contract solicitation.
- c. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to have or adhere to protest procedures, failure to review a complaint or protest; or Violation of Federal law or regulation.

Include a copy of the local protest filed with the grantee and a copy of the grantee's decision, if any.

Offeror agrees to comply with all terms and conditions outlined in the FEMA and Additional Federal Funding Special Conditions section of this solicitation.

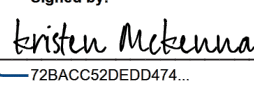
Offeror's Name: Koncia Minolta business Solutions U.S.A, Inc.

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

Phone Number: 703-760-3551 Fax Number: _____

Printed Name and Title of Authorized Representative:
Krieten McKenna, Director Government Contracts

Email Address: kristen.mckenna@kmbs.koniaminolta.us

Signature of Authorized Representative: 

Date: 12/10/2024

Exhibit G
New Jersey Business Compliance

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran
DOC #7	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
DOC #8	New Jersey Business Registration Certificate
DOC #9	EEOAA Evidence
DOC #10	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

STATEMENT OF OWNERSHIP DISCLOSURE**N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)**

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

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

Organization Address: 1595 Springhill Rd Suite 410, Vienna VA 22182

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☒ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

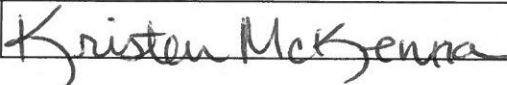
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; 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 am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Kristen McKenna	Title:	Director, Government Contracts
Signature:		Date:	12/10/2024

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	NON-COLLUSION AFFIDAVIT
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____

SS:

I, Kristen McKenna residing in Vienna
(name of affiant) (name of municipality)
in the County of Fairfax and State of Virginia of full age,
being duly sworn according to law on my oath depose and say that:

I am Director, Government Contracts of the firm of Konica Minolta Business Solutions U.S.A., Inc.
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled Digital Workspace Solutions, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____ relies upon
(name of contracting unit)
the truth of the statements contained in said Proposal

and in the statements contained in this affidavit in awarding the contract for the said project.

I 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 _____.

Subscribed and sworn to

before me this day

Kristen McKenna
Signature

12/10, 2024

Kristen McKenna

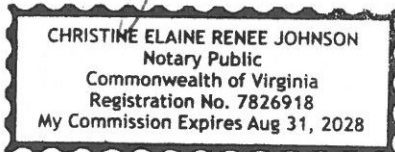
(Type or print name of affiant under signature)

Virginia
Notary public of

My Commission expires 8/31/2028

(Seal)

[Signature]



DOC #3

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

Company Name: Konica Minolta Business Solutions U.S.A., Inc.
Street: 1595 Springhill Rd
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 photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

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 project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.
- 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.

12/10/2024
Date

Kristen McGowan
Director, Government Contracts
Authorized Signature and Title

DOC #3, continued

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 its 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

DOC #4

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). 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). 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.

DOC #4, continued

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. 19:44A-20.26). 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."

DOC #4, continued

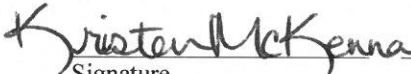
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Required Pursuant to N.J.S.A. 19:44A-20.26

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 Suite 410		
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

Kristen McKenna
Printed Name

Director, Government Contracts
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)

DOC #4, continued

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.**

DOC #5

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.

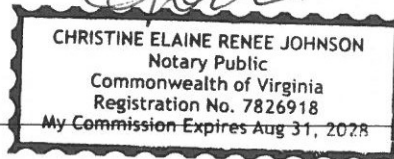
Stockholders:

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

Subscribed and sworn before me this 10 day of December 2024.

(Notary Public)

My Commission expires:



Kristen McKenna
(Affiant)

Kristen McKenna, Dir. Government Contracts
(Print name & title of affiant)

(Corporate Seal)

DOC #6



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: Digital Workspace Solutions 24-12

VENDOR NAME: Konica Minolta Business Solutions U.S.A., Inc.

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the 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.

CHECK THE APPROPRIATE BOX

☒ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities

Duration of Engagement
Anticipated Cessation Date

**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Kristen McKenna
Signature

12/10/2024
Date

Kristen McKenna, Director Government Contracts
Print Name and Title

DPP Rev. 12.13.2021

DOC #7



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter "Vendor"¹) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

☒

- A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

☐

- B. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

☐

- C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Kristen McKenna
Signature of Vendor's Authorized Representative

12/10/2024
Date

Kristen McKenna Director, Government Contracts
Print Name and Title of Vendor's Authorized Representative

13-1921089
Vendor's FEIN

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

703-760-3551

Vendor's Phone Number

1595 Springhill Rd
Vendor's Address (Street Address)

Vendor's Fax Number

Vienna, VA 22182
Vendor's Address (City/State/Zip Code)

kristen.mckenna@kmbs.konicaminolta.us
Vendor's Email Address

¹ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024
Version March 19, 2024

DOC #8

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>

**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:	December 05, 2024

For Office Use Only:
20241205164124530

Return

DOC #9

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:

https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Kristen McKenna

Title: Director, Government Contracts

Signature: Kristen McKenna Date: 12/10/2024



DOC #10
MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE
AND PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON,
NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: Digital Workspace Solutions #24-12

VENDOR NAME: Konicaminolta Business Solutions U.S.A. Inc.

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/ Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such 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.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX



The Vendor/Bidder has no business operations in Northern Ireland; or

OR



The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Kristen McKenna
Signature

12/10/2024
Date

Kristen McKenna Director Government Contracts
Print Name and Title

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.**

**EXHIBIT B
Scope of Work**

The Contractor shall provide Maintenance, Repair, and Operations (MRO) Supplies, Equipment, and Related Products and Services, including but not limited to:

- Managed Print Services (MPS): Optimization of print environments through fleet management, automated supplies, and usage analytics.
- Document Management: Deployment of workflow automation tools, secure data capture, and integration with existing systems.
- Security & Compliance: Implementation of secure print, user authentication, and regulatory compliance features (e.g., HIPAA, GDPR).
- Specialized Solutions: Tailored offerings for government, education, and healthcare sectors, including imaging and information systems.
- Support Services: Technical assistance, user training, and customer support through national service and dealer networks.
- Equipment & Accessories: Provision of multifunction devices, printers, and related hardware/software with standard manufacturer warranties.
- Sustainability & Reporting: Tools for usage monitoring and waste reduction, including recycling initiatives.
- Installation & Delivery: Full-service setup, site preparation (if required), and cleanup in compliance with contract terms.

The Scope of Work is a summary and is subject to the complete detailed services outlined in the Digital Workplace Solutions Contract #R241202 (See Exhibit A attached).

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and 30 days after receipt of a properly completed invoice.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Statement of Work must not exceed \$150,000.00 annually or \$1,500,000.00 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

See Price Sheet on Procurement Cooperative site.