



NASPO ValuePoint Master Agreement Terms and Conditions

For Copiers and Managed Print Services

**A Contract for the NASPO ValuePoint Cooperative Purchasing Program
Acting by and through the State of Colorado (Lead State)**

**Department of Personnel & Administration
State Purchasing & Contracts Office
1525 Sherman Street, 3rd Floor
Denver, Co 80203**

And

**Konica Minolta Business Solutions USA Inc.
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Ramsey, NJ 07446**

Master Agreement Number: 140597

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1. NASPO VALUEPOINT MASTER AGREEMENT OVERVIEW

1.1. Parties

This Master Agreement is entered into by and between the State of Colorado, acting by and through the Department of Personnel & Administration, State Purchasing & Contracts Office (hereinafter called the "Lead State"), and Konica Minolta Business Solutions USA Inc. (hereinafter called "Contractor"), for the procurement of A3 MFD's, A4 MFD's, Production Equipment, Single-function Printers, Large/Wide Format Equipment, Scanners, Software, Supplies, Managed Print Services, and other Products and Services as approved per this Master Agreement, for the benefit of Participating States, Entity's, and Purchasing Entities. The Contractor and the Lead State hereby agree to the following terms and conditions.

1.2. Effective Date

This Master Agreement shall not be effective or enforceable until the date on which it is approved and signed (hereinafter called the "Effective Date") by the Colorado State Controller or designee.

1.3. Master Agreement Order of Precedence

1.3.1. Any Order placed under this Master Agreement shall consist of the following documents:

- a) A Participating Entity's Participating Addendum ("PA");
- b) NASPO ValuePoint Master Agreement Terms & Conditions, including all Exhibits;
- c) An Order issued against this Master Agreement;
- d) The Solicitation, RFP-NP-18-001 Copiers and Managed Print Services;
- e) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State; and
- f) Contractor Supplemental Documents, including all Attachments.

1.3.2. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and shall be incorporated into this Master Agreement.

1.4. Term of this Master Agreement

1.4.1. **Initial Term-Work Commencement.** The Parties' respective performances under this Master Agreement shall commence on the Effective Date or August 1, 2019, whichever occurs later. This Master Agreement shall terminate on December 31, 2021, unless terminated sooner, as specified in §6.10, **Defaults and Remedies**, or extended further as specified in §1.4.2 below.

1.4.2. **Extension of Agreement.** This Master Agreement may be extended beyond the original Contract period for up to three (3) consecutive one (1) year additional terms, upon the mutual agreement of the Lead State and Contractor, by written Amendment. The total duration of this Master Agreement, including any extensions, shall not exceed five (5) years.

1.4.3. **Amendments.** The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Lead State.

1.4.4. **Cancellation.** This Master Agreement may be canceled by either party upon sixty (60) days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights

of payment for Products delivered and accepted, and rights attending any warranty or default in performance in association with any Order. Cancellation of this Master Agreement due to Contractor default may be immediate.

2. DEFINITIONS

The following terms shall be construed and interpreted as follows:

Term	Description
<i>A3 MFD</i>	A Multi-function Device which is designed to handle letter, legal, ledger and some smaller paper sizes, such as postcards and envelopes.
<i>A4 MFD</i>	A Multi-function Device which is designed to handle letter, legal and some smaller paper sizes, such as postcards and envelopes. Ledger size paper is NOT an option on this Device.
<i>Acceptance</i>	A written notice from a Purchasing Entity to Contractor advising Contractor that the Product has passed its Acceptance Testing. Acceptance of a Product for which Acceptance Testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the Product, unless the Purchasing Entity provides a written notice of rejection to Contractor.
<i>Acceptance Testing</i>	The process set forth in this Master Agreement for ascertaining that the Product meets the standard of performance prior to Acceptance by the Purchasing Entity.
<i>Accessory</i>	A compatible item that is added to the Base Unit to enhance its capabilities and functions.
<i>Authorized Dealer ("Dealer")</i>	The Contractor's authorized sales and Service center (also known as a Dealer, or Partner) that must be certified by the Contractor to sell the Contractor's Products, and perform machine installation and maintenance on Devices offered by the Contractor. A Purchasing Entity must be able to, at a minimum, visit the sales and Service center to view and test Equipment.
<i>Availability Hours</i>	The number of Business Hours per calendar month that the Equipment is on-site, operating according to specifications, and fully available for use by the Purchasing Entity.
<i>Base Unit</i>	The copier, printer, Scanner, Large/Wide Format and Production Equipment that includes all standard Accessories and parts, and excludes optional Accessories and/or software.
<i>Blended Rate</i>	A rate that is derived by taking the b&w and color cost per click rates on one or more Devices and calculating one rate that a customer will be billed for all copies, regardless of Device type and b&w or color output. Allows for simplicity when billing copies run.
<i>Bronze Standard</i>	Devices which meet less than 50% of the 28 optional EPEAT criteria.
<i>Business Day</i>	Any day other than Saturday, Sunday or a legal holiday.
<i>Business Hour</i>	Between 8:00am and 5:00pm (local time), Monday through Friday, excluding Contractor holidays.
<i>Buyout to Keep</i>	The early termination option on an FMV or \$1 Buyout Lease that involves the acquisition of the Equipment by the Purchasing Entity, and consists of any current and past due amount, plus the remaining stream of Equipment Payments.

<i>Buyout to Return</i>	The early termination option on an FMV, \$1 Buyout or Straight Lease that involves the return of the Equipment by the Purchasing Entity to Contractor, in good working condition (ordinary wear and tear excepted), and consists of any current and past due amounts, plus the remaining stream of Equipment Payments.
<i>Cancellable Rental</i>	An agreement that is cancellable upon the Purchasing Entity providing the Contractor with a thirty (30) day written notice, and is subject to a maximum penalty of up to three (3) months of Total Monthly Payments. Equipment ownership is not an option.
<i>Ceiling Pricing</i>	Pricing that is established as a “not-to-exceed” amount; the maximum price Contractor may charge for Products, Services, and Supplies.
<i>Chief Procurement Officer</i>	The individual who has the authority to supervise and approve the procurement of all Products and Services needed by the Lead State or a Participating State.
<i>Contractor</i>	The person or entity delivering Products or performing Services under the terms and conditions set forth in this Master Agreement.
<i>Coterminous</i>	Two or more leases or rentals that end at the same time. The original lease or rental payment is modified to reflect the addition of a new piece of Equipment or Accessory. The original term of the lease or rental is not modified as a result of a Coterminous addition.
<i>Device</i>	Also referred to as “Equipment.” The Base Unit, either with or without optional Accessories and/or software.
<i>Direct Material</i>	Materials which are easily identified, measured, and charged to the cost of production; part of the finished Product. Examples include timber for furniture and leather for shoes.
<i>Electronic Product Environmental Assessment Tool (EPEAT)</i>	A tool which evaluates and selects Equipment according to a list of preferred environmental attributes. EPEAT registered means Devices meet the 1680.2 IEEE Standard for Environmental Assessment of Imaging Equipment, as amended.
<i>Embedded Software</i>	One or more software applications which permanently reside on a computing Device.
<i>Energy Star</i>	The U.S. Environmental Protection Agency’s standard for energy efficiency.
<i>Equipment</i>	Also referred to as “Device.” The Base Unit, either with or without optional Accessories and/or software.
<i>Equipment Downtime (“Downtime”)</i>	The number of Business Hours in any calendar month during which a Device is inoperable during the month and such inoperability is not due to misuse, fire, or using the Device in a manner other than its intended uses. Downtime is calculated from the point in time when Contractor receives the Service request for Equipment that cannot perform its functions, until such time as the Equipment is operating per Contractor specifications. Downtime includes Equipment-repair time and response time when the Device is inoperative. Downtime excludes Preventive Maintenance, Equipment move time, time consumed in producing usable copies, or maintenance Service rendered due to user misuse, or for non-payment.
<i>Equipment Payment</i>	The Equipment portion of the payment, less any Service, Supplies, and maintenance.

<i>Equipment Trade-In</i>	An agreed upon transaction between the Purchasing Entity and Contractor, in which Contractor takes ownership of Purchasing Entity's owned Device, often for a discounted amount.
<i>Equipment Upgrade or Downgrade</i>	A replacement of the Purchasing Entity's existing lease or rental Equipment, with a different piece of Equipment, of either greater or lesser value. A new lease or rental is then originated for the new piece of Equipment, with the remaining lease or rental payments on the old Equipment wrapped into it. The old lease or rental is closed out, and the Equipment is returned to Contractor.
<i>Free on Board (FOB) Destination</i>	Contractor is responsible for transportation and handling charges and the sale does not occur until the Products arrive at the Purchasing Entity's specified location.
<i>Group</i>	The Device classification for the different types of Equipment in this Master Agreement. Groups are determined by the Devices primary functions and/or capabilities.
<i>Independent Contractor</i>	A natural person, business, or corporation that provides Products or Services to another entity under the terms specified in a contract. An employer-employee relationship does not exist.
<i>Initial Lease or Rental Term</i>	The length of time (i.e. 12, 18, 24, 36, 48, or 60 months) that a Purchasing Entity enters into a lease or rental agreement.
<i>Intellectual Property</i>	Any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
<i>Large/Wide Format Equipment</i>	A Device that prints on a large paper via a variety of output options.
<i>Lead State</i>	The State that is centrally administering this Master Agreement.
<i>Lease</i>	<p>Per the Governmental Accounting Standards Board (GASB), a lease is defined as a contract that conveys control of the right to use another entity's nonfinancial asset (the underlying asset) as specified in the contract for a period of time in an exchange or exchange-like transaction.</p> <p>For the purposes of this Master Agreement, a Lease shall contain the following options:</p> <ol style="list-style-type: none"> 1. Straight Lease: A type of agreement in which ownership is not an option and the Total Monthly Payment amount remains firm throughout the Initial Term. 2. Fair Market Value Lease (FMV): A lease in which the Purchasing Entity can either 1) Take title to the Equipment at the end of the Initial Lease Term by paying the residual value to Contractor, 2) Enter into a Renewal Term for the Equipment, or 3) Return the Equipment to Contractor at the end of the Initial Lease Term. 3. \$1 Buyout Lease: A lease in which title to the Equipment will automatically pass from the Contractor to the Purchasing Entity at the end of the Initial Lease Term, and the Purchasing Entity will not be subject to additional payments in order to assume ownership.
<i>Legacy Equipment</i>	Equipment that was purchased, leased, or rented under a prior NASPO ValuePoint or WSCA Master Agreement, another program, or via any other

	means.
<i>Maintenance Agreement</i>	An agreement in which the Contractor provides monthly Service, parts, Supplies, and Preventative Maintenance on purchased, leased or rented Devices.
<i>Managed Print Services (MPS)</i>	The management, Service, and support of the Purchasing Entity's entire enterprise and output infrastructure of printed materials, with the objective of creating a solution that improves the print process and reduces the expense of printed material.
<i>Manufacturer</i>	A company that, as its primary business function, designs, assembles, and owns the trademark/patent and markets a Product. Also referred to as Contractor.
<i>Manufacturer's Suggested Retail Price (MSRP)</i>	The list price or recommended retail price of a Product in which the Manufacturer recommends that the retailer sell the Product.
<i>Master Agreement</i>	Also referred to as "Contract"; the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.
<i>Multi-function Device (MFD)</i>	A Device which incorporates the functionality of multiple Devices into one, such as print, fax, copy and scan. Each feature can work independently of the other.
<i>NASPO ValuePoint</i>	The NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is a 501(c)(3) limited liability company that is a subsidiary organization of the National Association of State Procurement Officials (NASPO). NASPO ValuePoint is identified in this Master Agreement as the recipient of reports and may perform Contract administration functions relating to collecting and receiving reports as well as other Contract administration functions as assigned by the Lead State.
<i>Newly Manufactured</i>	Devices that have not been Refurbished, Remanufactured, rented, leased, sold, or used in a demonstration, and are currently being marketed by the Manufacturer.
<i>Normal Business Hours</i>	8:00 a.m. to 5:00 p.m., Monday through Friday (state holidays excluded), regardless of time zone.
<i>Not Specifically Priced (NSP)</i>	NSP items are items that enhance or compliment the Contractor's Product, and may be acquired by a Purchasing Entity under Contractor's Master Agreement, but are not listed or priced in Contractor's NASPO ValuePoint Price List. NSP's may include Coin Op equipment, empowering software, etc. NSP items do not include Services.
<i>OEM</i>	Original Equipment Manufacturer.
<i>Order</i>	Any type of encumbrance document or commitment voucher, including, but not limited to, a purchase order, contract, MPS statement of work, Maintenance Agreement, lease agreement, rental agreement etc.)
<i>Participating Addendum</i>	A bilateral agreement executed by a Contractor and a Participating State or Entity incorporating this Master Agreement and any other additional Participating State or Entity specific language or other requirements (e.g. ordering procedures, other terms and conditions).
<i>Participating Entity</i>	A government entity within a state, or an eligible Non-Profit association, that is properly authorized to enter into a Participating Addendum.

<i>Participating State</i>	A state, which encompasses all government entities within that state, or the District of Columbia, or one of the territories of the United States, that enters into a Participating Addendum.
<i>Power Filter</i>	An electronic filter which is placed between an external power line and a Device for the purpose of removing frequencies or electromagnetic interference.
<i>Preventative Maintenance</i>	The servicing of a Device for the purpose of maintaining a satisfactory operating condition by providing systematic inspection, detection, and correction of failures either before they occur or before they develop into major defects.
<i>Private Label</i>	Products that are manufactured by one company and sold under a retailer's brand name.
<i>Product</i>	Devices, Accessories, parts, software, and/or Supplies provided or created by the Contractor pursuant to this Master Agreement.
<i>Production Equipment</i>	A high-speed, high-quality printing Device that typically has advanced finishing functionality.
<i>Public Record</i>	All books and Public Records of a governmental entity, the contents of which are not otherwise declared by law to be confidential must be open to inspection by any person and may be fully copied or an abstract or memorandum may be prepared from those public books and Public Records.
<i>Purchasing Entity</i>	A city, county, district, institution of higher education, and some non-profits who issue an Order against this Master Agreement via their Participating State or Entity's Participating Addendum.
<i>Refurbished</i>	A Product which has received extensive maintenance and/or minor repair, including the replacement of all standard parts subject to wear during the normal course of use. Refurbished Equipment shall not have more than 750,000 original copies on it. In addition, Refurbished Equipment must only contain OEM parts. Refurbished Equipment must be certified by the Manufacturer.
<i>Remanufactured</i>	The process of disassembling Devices known to be worn or defective that can be reused or brought up to OEM specification by cleaning, repairing or replacing it in a manufacturing environment and then reassembling and testing it, so that it will operate like a new Device. Remanufactured Equipment must be certified by the Manufacturer.
<i>Renewal Term</i>	A lease term that supersedes the Initial Lease Term, and which a Purchasing Entity may enter into upon thirty (30) days prior written notice to Contractor. Each Renewal Term shall not exceed 12 months, the residual value of the Equipment, or the Useful Life of the Equipment. \$1 Buyout Leases are excluded from going into renewal.
<i>Resell</i>	Any payment in exchange for transfer of tangible Products, or assignment of the right to Services.
<i>Response Time</i>	The time from when the original Service Call is placed with the Contractor or Authorized Dealer, to when the Service technician arrives at the Purchasing Entity's location.
<i>Scanner</i>	A Device that scans documents and converts them into digital data.
<i>Segment</i>	The various speeds that Devices are categorized by.

<i>Service Base Location</i>	The place of business where the Contractor or Authorized Dealer stores parts and provides training for service technicians.
<i>Service Call</i>	An on-site Service technician visit due to Device error or malfunction.
<i>Services</i>	The labor required to be performed by Contractor pursuant to this Master Agreement or an Order.
<i>Single-function Printer</i>	An inkjet or laser Device that only prints and is not capable of other functions such as copying, faxing or scanning.
<i>Solicitation</i>	A written offer or attempt to purchase Products and/or Services through an official Proposal, Evaluation, and Award process.
<i>Supplemental Documents</i>	Documents include, but are not limited to, lease agreements, rental agreements, Maintenance Agreements, and software or click-wrap agreements that are pertinent to the Products being offered.
<i>Supplies</i>	<u>Consumable</u> items that gets used up or are discarded once used, such as ink cartridges.
<i>Third Party</i>	Someone who may be indirectly involved but is not a principal party to an arrangement, contract, deal, lawsuit or transaction.
<i>Total Monthly Payment</i>	The Equipment portion of the payment, as well as any Service, Supplies or maintenance, and less any applicable taxes.
<i>Useful Life</i>	Period during which a Device is expected to be usable for the purpose in which it was manufactured.

3. NASPO VALUEPOINT PROGRAM PROVISIONS

3.1. Price and Rate Guarantee Period

3.1.1. The Price List(s) in Exhibit A (Price Lists), identifies a complete listing of all Products and Services the Contractor can provide under this Master Agreement, with the exception of NSP items.

3.1.2. MSRP/List Price discount percentages must be guaranteed throughout the term of this Master Agreement, including any renewal terms; however, Contractor may increase its discount percentage at any time. The Lead State must be notified of any such discount percentage increase, and provided with a copy of the new Group Price List(s).

3.1.3. MSRP/List Price shall remain firm during the first twelve (12) months of the Master Agreement. After this period, Awarded Vendors may update their MSRP/List Price on a quarterly basis, according to the following guidelines:

- a) All requested price increases must include documentation from Direct Material suppliers detailing cost escalations, and Awarded Vendors must describe how those escalations impact current Product offerings.
- b) With the exception of Direct Material cost increases, no price increase requests will be allowed.
- c) Updated Price Lists must be submitted to the Lead State by the 1st day of each quarter.
- d) Pricing will not go into effect unless, or until, it is approved by the Lead State.

- 3.1.4. The Master Agreement pricing IS Ceiling Pricing. Contractor may offer lower pricing on a per Order basis to Purchasing Entity's; likewise, Purchasing Entity's may request lower pricing on a per Order basis from Contractor.
- 3.1.5. Contractor may offer state-wide promotional discounts, customer location specific discounts, bulk discounts, or spot discounts. Contractor must notify the Participating State or Entity Contract Administrator of special state-wide promotional discounts.
- 3.1.6. Any revisions to Product offerings (new Products, altered item or model numbers, etc.) must be pre-approved by the Lead State, and will be allowed once per month.
- 3.1.7. Product updates are required by the 1st of the month and shall go into effect upon approval by the Lead State.
- 3.1.8. Any Product additions must be updated with Buyer's Lab within ninety (90) days of submission to the Lead State. Failure to adhere to this requirement will result in the Product(s) being removed from the Master Agreement Price List(s) until such time as they can be verified on Buyer's Lab.
- 3.1.9. Updates to lease and rental rates must be submitted by the 1st day of each quarter.
- 3.1.10. Price Lists received after the 1st of the month may not be approved for up to thirty (30) days following submission. In addition, errors in the Contractor's Price Lists may delay the approval process further.
- 3.1.11. All approved Price Lists will be submitted by the Lead State to NASPO ValuePoint. Contractor shall then update all applicable websites with the new Price Lists after the NASPO ValuePoint website has been updated.
- 3.1.12. All-inclusive Cost Per Copy (CPC) programs may be offered upon request by the Participating State or Entity, but pricing must not exceed Master Agreement pricing. Contractor must provide the Participating State or Entity with their pricing breakdown which enables the Participating State or Entity to easily compare the pricing in the CPC structure against the pricing in this Master Agreement.
- 3.1.13. Pricing must include all standard shipping, delivery, and installation costs associated with the Products. Excess installation charges or expedited shipping however, may be billable. Refer to §4.9.5 for more information.

3.2. Participants and Scope

- 3.2.1. Contractor may not deliver Products or perform Services under this Master Agreement until a Participating Addendum acceptable to the Participating State or Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating State or Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating State or Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. Order) used by the Purchasing Entity to place the Order.

- 3.2.2.** Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating States or Entities authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Officer. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Officer.
- 3.2.3.** Obligations under this Master Agreement are limited to those Participating States and Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating States and Entities are limited to the Orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.
- 3.2.4.** Participating States and Entities may, through a Participating Addendum, limit:
- a) Available financial vehicles;
 - b) Device Groups, Segments, Products, Services (including MPS); and
 - c) Any additional items as deemed necessary by the Participating State or Entity.
- 3.2.5.** A Participating State or Entity must sign a new Participating Addendum with Contractor, regardless of whether Contractor has signed Participating Addenda under a prior Master Agreement(s).
- 3.2.6.** NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to this Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO ValuePoint cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.
- 3.2.7.** Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor, and any such language shall be void and of no effect:
- a) Term of this Master Agreement;
 - b) Amendments;
 - c) Participants and Scope;
 - d) Administrative Fee;
 - e) NASPO ValuePoint Summary and Detailed Usage Reports;
 - f) NASPO ValuePoint Cooperative Program Marketing and Performance Review;
 - g) NASPO ValuePoint eMarket Center;
 - h) Right to Publish;
 - i) Price and Rate Guarantee Period; and
 - j) Individual customers.
- 3.2.8.** Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Officer of the state where the Participating Entity is located. Any permission to participate through

execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

- 3.2.9.** Purchasing Entities may not Resell Products. This limitation does not prohibit the following; however, any sale or transfer must be consistent with license rights granted for use of Intellectual Property:
- a) Payments by employees of a Purchasing Entity for Products;
 - b) Sales of Products to the general public as surplus property; and
 - c) Fees associated with inventory transactions with other governmental or non-profit entities, and consistent with a Purchasing Entity's laws and regulations.

3.3. Administrative Fees

- 3.3.1.** The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter.
- 3.3.2.** The NASPO ValuePoint Administrative Fee is not negotiable.
- 3.3.3.** The Contractor shall report on all actual Equipment sales, and on estimated Service and Supply sales. This method will no longer require the Contractor to capture the actual Service and Supply revenues that are billed to the customer each month.
- 3.3.4.** Industry research has shown close to a 1:1 ratio between sales price on a piece of Equipment and the actual amount of Service and Supply costs required to operate that Equipment over its Useful Life. Therefore, to simplify the reporting process and remove the burden to capture the actual Service and Supply costs, the Contractor shall report as follows:
- a) **Purchased Equipment:** Contractor shall report the actual amount invoiced (less any taxes) for all Equipment sold under the reporting period (calendar quarter). In addition, the Contractor shall report an additional amount equal to the invoice amount and identified as "Estimated Service and Supplies" providing the customer elects to enter into a Maintenance Agreement. Thus, in the Contractor's Detailed Sales Report, for each item sold, there will be two-line items: one for the piece of Equipment, and one for the Estimated Service and Supplies. The amounts reflected for the Estimated Service and Supplies must be equal to the amount of the Equipment.
 - b) **Lease and Rental Equipment:** Contractor shall report sales according to the Purchased Equipment methodology described in §3.3.4(a), or they may report the actual amount invoiced (less any taxes) for the lease or rental during the reporting period (calendar quarter). In addition, the Contractor shall report an additional amount equal to the invoice amount and identified as "Estimated Service and Supplies." Thus, in the Contractor's Detailed Sales Report, for each item leased or rented, there will be two-line items: one for the invoice amount to the customer for the Equipment, and one for the Estimated Service and Supplies. The amounts reflected for the Estimated Service and Supplies must be equal to the amount of the invoiced Equipment.
- 3.3.5.** Some Participating States may require a fee be paid directly to the Participating State on sales made by Purchasing Entities within that state. For all such requests, the fee level, payment method, and schedule for such reports and payments will be incorporated into the Participating Addendum. The Contractor may adjust this Master Agreement pricing accordingly for sales made by Purchasing Entities within the jurisdiction of the Participating State requesting the additional fee.

3.4. NASPO ValuePoint Summary and Detailed Usage Reports

The Contractor shall provide the following NASPO ValuePoint reports:

3.4.1. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under the Contract shall be reported as cumulative totals by state, which are inclusive of all line items identified in the Detailed Sales Report. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

3.4.2. Detailed Sales Report. Contractor shall also report detailed sales data by:

- a) State;
- b) Customer Type (e.g. local government, higher education, K-12, non-profit);
- c) Customer bill-to name and address;
- d) Contractor or Authorized Dealer Order number;
- e) Customer purchase order number;
- f) Customer number;
- g) Order type (e.g. sales Order, credit, return, upgrade);
- h) Purchase order date;
- i) Ship date;
- j) Invoice date and number;
- k) Product number and description
- l) List Price/MSRP;
- m) Contract Price;
- n) Quantity;
- o) Total Price;
- p) NASPO ValuePoint Admin Fee amount; and
- q) Dealer.

3.4.3. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM or flash drive. Detailed sales reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is shown in Exhibit E (NASPO ValuePoint Detailed Sales Reporting Template).

3.4.4. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, social security numbers or any other numerical identifier, may be submitted with any report.

3.4.5. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with, and any PA roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

3.4.6. Timely submission of these reports is a material requirement of this Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

3.5. NASPO ValuePoint Cooperative Program Marketing and Performance Review

3.5.1. Contractor agrees to work cooperatively with NASPO ValuePoint personnel to ensure that Contractor's personnel will be educated regarding the provisions of this Master Agreement, as well as the competitive nature of NASPO ValuePoint procurements, the Participating Addendum process, and the manner in which Participating Entities can utilize this Master Agreement.

3.5.2. Contractor agrees, as Participating Addenda are executed, and if requested by NASPO ValuePoint personnel, to provide plans to launch this Master Agreement program within the Participating State. Plans will include timeframes to implement this Master Agreement and Participating Addendum, as well as confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the Participating State.

3.5.3. Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider customer proposed terms and conditions, as deemed important to the customer, for possible inclusion into the Participating Addendum. Contractor shall ensure that their sales force is aware of this contracting option.

3.5.4. Contractor agrees to fairly, actively, and equally promote and advertise their NASPO ValuePoint Master Agreement at all trade shows and Dealer meetings whereby Contractor displays or makes reference to their government contract award offerings.

3.5.5. Contractor agrees, within 30 days of this Master Agreement effective date, to notify the Lead State and NASPO ValuePoint of any contractual most-favored customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreement, or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

3.5.6. Contractor agrees to participate in person at an annual performance review, which may include a discussion of marketing action plans, target strategies, marketing materials, reporting, and timeliness of administration fee payments. The location of the performance review shall be determined by the Lead State and NASPO ValuePoint.

3.5.7. Contractor agrees that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing materials until a logo-use agreement is executed with NASPO ValuePoint.

3.5.8. The Lead State shall evaluate the utilization of this Master Agreement at the annual performance review. The Lead State may, in its discretion, cancel this Master Agreement pursuant to §1.4, or not exercise an option to renew, when Contractor utilization does not warrant further administration of this Master Agreement. The Lead State may exercise its right to not renew this Master Agreement if Contractor fails to record or report revenue for three consecutive quarters, upon a 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two (2) years after execution of this Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel this Master Agreement pursuant to §1.4.4 or to terminate for default pursuant to §6.10.

3.6. NASPO ValuePoint eMarket Center

3.6.1. In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. (doing business as JAGGAER) whereby JAGGAER will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint customers to access a central online website to view and/or shop the Products and Services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

3.6.2. The Contractor shall have visibility in the eMarket Center through one of the following no-cost options:

a) Ordering Instructions

- i.** The Contractor shall provide a link to their website, their Price list, their Dealer list, and any additional information they would like the customer to have in regards to placing Orders.
- ii.** Upon receipt of written request from the eMarket Center Site Administrator, the Contractor shall have thirty (30) days to provide NASPO ValuePoint with the Ordering Instructions.

b) Hosted Catalog

- i.** The Contractor shall provide a list of its awarded Products and Services pricing via an electronic data file, in a format acceptable to JAGGAER.
- ii.** In order to maintain the most up-to-date version of its Product offerings, the Contractor must submit electronic data to the eMarket Center no more than four (4) times per calendar year.
- iii.** Upon receipt of written request from the eMarket Center Site Administrator, the Contractor shall have fifteen (15) days to set up an enablement schedule with NASPO ValuePoint and JAGGAER. The schedule shall include future calls and milestone timeframes related to testing and go-live dates.
- iv.** The Contractor shall have ninety (90) days from the receipt of written request, to provide the Hosted Catalog to NASPO ValuePoint.
- v.** The Hosted Catalog must be strictly limited to the awarded Products and Services, and must contain the most current approved pricing, including applicable quantity discounts.
- vi.** The catalog must include a Lead State Contract identification number and detailed Product line item descriptions.
- vii.** The catalog must include any additional NASPO ValuePoint and Participating Addendum requirements. Although Suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple catalogs applicable to different NASPO ValuePoint Participating State or Entities if for example, the Participating State or Entity has incorporated an Administrative Fee into the Contract pricing, or a Participating State or Entity has determined that they will not allow all awarded Products and Services under their Participating Addendum. SciQuest will deliver the appropriate contract files to the user viewing the catalog.

c) Punch-Out Catalog

- i.** The Contractor shall provide its own online catalog, which must be capable of being integrated with the eMarket Center via Commerce eXtensible Markup Language (cXML).

- ii. The Contractor shall validate that its online catalog is current by providing a written update to the Lead State every four (4) months, verifying that they have audited the offered Products and Services pricing.
- iii. The Contractor shall have ninety (90) days from the receipt of the written request, to deliver the Punch-Out Catalog to NASPO ValuePoint.
- iv. The Punch-Out Catalog must be strictly limited to the awarded Products and Services, and must contain the most current approved pricing, including applicable quantity discounts.
- v. The catalog must include a Lead State Contract identification number and detailed Product line item descriptions.
- vi. The site must also return detailed UNSPSC codes for each line item.
- vii. Contractor shall provide e-Quote functionality to facilitate volume discounts.
- viii. The catalog must include any additional NASPO ValuePoint and Participating Addendum requirements. It is possible to have multiple catalogs applicable to different NASPO ValuePoint Participating State or Entities if for example, the Participating State or Entity has incorporated an Administrative Fee into the Contract pricing, or a Participating State or Entity has determined that they will not allow all awarded Products and Services under their Participating Addendum. JAGGAER will deliver the appropriate contract files to the user viewing the catalog.

3.6.3. Revising Pricing and Products

- a) Any revisions to Product offerings (new Products, altered SKU's, etc.) must be pre-approved by the Lead State, and will be allowed once per month.
- b) Updated Product files are required by the 1st of the month and shall go into effect upon approval by the Lead State.
 - i. Files received after the 1st of the month may not be approved for up to thirty (30) days following submission.
 - ii. Errors in the Contractor's submitted files may delay the approval process.

3.6.4. Supplier Network Requirements for Hosted and Punch-Out Catalogs

- a) Contractor shall join the JAGGAER Supplier Network (SQSN) and shall use the JAGGAER's Supplier Portal to import the Contractor's catalog and pricing files into the JAGGAER system.
- b) Contractor can receive Orders through electronic delivery (cXML) or through low-tech options such as fax.
- c) More information about the SQSN can be found at www.sciquest.com, or by contacting the JAGGAER Supplier Network Services team at 800-233-1121.

3.6.5. Order Acceptance Requirements for Hosted and Punch-Out Catalogs

- a) Contractor must be able to accept Orders via fax or cXML.
- b) The Contractor shall provide confirmation via phone or email within 24 hours of Order receipt.
- c) If the Order is received after 3pm (EST) on the day prior to a weekend or holiday, the Contractor must provide confirmation via phone or email on the next business day.

3.6.6. UNSPSC Requirements

- a) Contractor shall support use of the United National Standard Product and Services Code (UNSPSC). UNSPSC versions that Contractors must adhere to are provided by JAGGAER and upgraded each year.
- b) NASPO ValuePoint reserves the right to migrate to future versions of the UNSPSC, and Contractor shall be required to support the migration effort.
- c) All line items for Products and Services provided under this Master Agreement must be associated to a UNSPSC code.
- d) All line items must be identified at the most detailed UNSPSC level, indicated by segment, family, class, and commodity.

3.6.7. Applicability. Contractor agrees that NASPO ValuePoint controls which contracts appear in the eMarket Center, and that NASPO ValuePoint may elect at any time to remove any Contractor offerings from the eMarket Center.

3.6.8. Several NASPO ValuePoint Participating States and Entities currently maintain separate JAGGAER eMarket Place accounts. In the event that one of these Participating States or Entities elects to use this NASPO ValuePoint Master Agreement (available through the eMarket Center), but publish the information to their own eMarket Place, the Contractor agrees to work in good faith with the entity and NASPO ValuePoint, and agrees to take commercially reasonable efforts to implement such separate JAGGAER catalogs.

3.7. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State, prior approval for the release of any information, including any written correspondence, which pertains to the potential work or activities covered by this Master Agreement. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the Products and Services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of this Master Agreement for cause.

3.8. Individual Customers

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of this Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in this Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in this Master Agreement and applicable Participating Addendum. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

4. STATEMENT OF WORK

4.1. Overview

- 4.1.1.** Contractor guarantees a continuing supply and consistent quality of Equipment, Accessories, software, Supplies, and Services offered.
- 4.1.2.** Contractor may not provide Products that have not been approved by the Lead State, with the exception of NSP items, as referenced in §4.3.8.
- 4.1.3.** Contractor shall maintain compliance with all requirements of this Master Agreement throughout the duration of the Contract.

- 4.1.4. A Purchasing Entity that purchases, leases or rents Equipment may issue an Order, pursuant to the terms and conditions that are incorporated into this Master Agreement, and according to the requirements listed in their states' Participating Addendum, including, but not limited to, the issuance of Contractor's Supplemental Documents, which are attached as **Attachment A through Attachment K**. Each Participating State or Entity shall be responsible for negotiating the terms and conditions of each of the aforementioned Attachments.
- 4.1.5. Per Section 508 of the United States Workforce Rehabilitation Act of 1973, Contractor shall provide, subject to change, Devices under Groups A, B, C, D and F which are accessible to people with disabilities.
- 4.1.6. **MPS:**
- a) Contractor may provide MPS on Group A, Group B, Group C, Group D, Group E, and Group F.
 - b) Contractor may not provide MPS maintenance or repair Services on any Devices that are being leased or rented to a Purchasing Entity by another Manufacturer, unless they have a written agreement with the Manufacturer to do so.
- 4.1.7. **Survivability:**
- a) Any Order placed under this Master Agreement shall survive the expiration of this Master Agreement unless otherwise specified in a Participating Addendum.
 - b) Contractor is not permitted to increase pricing on any Order that was placed prior to the expiration of this Master Agreement.
- 4.1.8. Contractor shall notify the Lead State, Participating States, Participating Entities and all Purchasing Entities of any recall notices, warranty replacements, safety notices, or any applicable notice regarding the Products being sold. This notice must be received in writing (via postal mail or email) within thirty (30) calendar days of Contractor learning of such issues.

4.2. **Authorized Dealers**

- 4.2.1. Contractor may engage Authorized Dealers, who shall be Contractor's agent and Subcontractor for providing sales and support for the Products and/or Services purchased by the Purchasing Entity under this Master Agreement.
- 4.2.2. In the event Contractor elects to use Authorized Dealers in the performance of the specifications, Contractor shall serve as the primary Contractor, and shall be fully accountable to the Lead State for assuring that the Authorized Dealers comply with the terms and conditions of this Master Agreement, and shall be liable in the event that Authorized Dealers fail to comply with such terms and conditions.
- 4.2.3. Authorized Dealers shall be expected to stay current with Contractor's Products, pricing, Master Agreement, and Participating Addendum requirements.
- 4.2.4. Authorized Dealers shall have the ability to accept Orders from a Purchasing Entity and invoice them directly.
- 4.2.5. Contractor must disclose to the Lead State, a list of all Authorized Dealers that provide Products and/or Services, utilizing **Exhibit C (Authorized Dealers by State)**.
- 4.2.6. Contractor shall send notice to the Lead State, utilizing **Exhibit D (Authorized Dealer Form)** and the Authorized Dealers by State, within three (3) calendar days of engaging or removing a Dealer.

- 4.2.7. The Lead State reserves the right to deny the addition of any Authorized Dealer and will provide notification to the Contractor with justification as to why the decision was reached. In addition, it will be at the discretion of each Participating State or Entity as to whether they will utilize the Authorized Dealers as approved by the Lead State.
- 4.2.8. If an Authorized Dealer is performing unsatisfactorily, or is not in compliance with this Master Agreement, then it shall be at the discretion of the Lead State, upon recommendation from the Participating State, to either remove the Dealer from the Contract, or in the case of multiple branch locations in one state, or multiple states, remove them as a Dealer from the location in which they are not in compliance. Alternatively, the Contractor may investigate and consult with the Participating State and/or the Purchasing Entity as appropriate, and use commercially reasonable efforts to resolve the dispute.
- 4.2.9. Dealers shall be expected to stay current with Contractor Products, Services, pricing and Master Agreement requirements.

4.3. Product Offerings

4.3.1. **Group Segments.** Contractor shall offer Products under the following Groups:

Group A – MFD, A3	
B&W only; Color and B&W	
Segment	PPM
2	20 – 30
3	31 – 40
4	41 – 50
5	51 – 60
6	61 – 70
7	71 – 90

Group B – MFD, A4	
B&W only; Color and B&W	
Segment	PPM
1	Up to 20
2	21 – 30
3	31 – 40
4	41 – 50
5	51 – 60
6	61+

Group C – Production Equipment	
B&W only; Color and B&W	
Segment	PPM
1	65 – 79
2	80 – 89
3	90 – 110
4	111 – 130
5	131+

Group D – Single-function Printers	
B&W only; Color and B&W	
Segment	PPM
1	Up to 20
2	21 – 40
3	41 – 60
4	61+

Group E – Large/Wide Format Equipment	
B&W only; Color and B&W	
Segment	A1 or D Size PPM*
Low	1 – 3
Medium Low	4 – 8
Medium High	9 – 19
High	20+

*Speeds denoted above are based on b&w output

Group F - Scanners	
Segment	PPM
1	10 – 29
2	30 – 49
3	50 – 69
4	70 – 89
5	90 – 110
6	111 – 130
7	131+

4.3.2. Device Configurations. Contractor's Devices shall be equipped, at a minimum, with the following Accessories/capabilities:

a) Group A – MFD, A3

- i) New Power Filter;
- ii) Duplex for Segment 3 and above;
- iii) Standard paper drawer(s) equal to or greater than:
 - 1) One (1) paper supply for Segment 2;
 - 2) Two (2) paper drawers for Segments 3 and 4; and/or
 - 3) 2,000 sheet paper capacity for Segments 5 and above.
- iv) Paper size capacity up to 11" x 17"; and
- v) Bypass paper supply, if applicable for Segment.

b) Group B – MFD, A4

- i) New Power Filter;
- ii) Bypass paper supply;
- iii) Standard paper drawer(s) equal to or greater than:

- 1) One (1) paper supply for Segments 1 and 2;
 - 2) Two (2) paper drawers for Segments 3 and 4; and/or
 - 3) 2,000 sheet paper capacity for Segments 5 and above.
 - iv) Paper size capacity up to 8 ½" x 14"; and
 - v) Envelope adjustment capability.
- c) Group C – Production Equipment**
- i) New Power Filter;
 - ii) Bypass paper supply;
 - iii) Standard paper drawer(s) equal to or greater than:
 - 1) One (1) paper supply for Segments 1 and 2;
 - 2) Two (2) paper drawers for Segments 3 and 4; and/or
 - 3) 2,000 sheet paper capacity for Segments 5 and above.
 - iv) Paper size capacity up to 8 ½" x 14"; and
 - v) Envelope adjustment capability.
- d) Group D – Single-function Printers**
- i) Must include an inkjet, light emitting diode (LED), or laser print engine;
 - ii) Standard paper drawer(s);
 - iii) Standard paper capacity; and
 - iv) Network connectivity.
- e) Group E – Large/Wide Format Equipment**
- i) Hard-Disk drive;
 - ii) Network connectivity;
 - iii) Touch screen control panel; and
 - iv) Automatic Media Selection – a built-on sensor detects the size of the original and the proper media size is then selected.
- f) Group F – Scanners**
- i) Charge-Coupled Device (CCD) or Contact Image Sensor (CIS);
 - ii) Automatic Document Feeder (ADF);
 - iii) Letter or legal paper size capacity;
 - iv) Color depth of at least 24 bits; and
 - v) Single pass duplex scan.

4.3.3. Device Standards. Devices shall meet the following requirements:

- a) Group A and Group B Base Units are OEM only;
- b) Group A and Group B must be EPEAT registered to a minimum of Bronze Standard within one (1) year of being added to the Master Agreement Price List;
- c) Group D must be Energy Star compliant or EPEAT registered to a minimum of Bronze Standard within one (1) year of being added to the Master Agreement Price List;

- d) If Contractor's Devices fail to meet the EPEAT Bronze Standard, or be Energy Star compliant (applicable to Group D Devices only) within one (1) year, then they will be removed from the Price List;
- e) Must be Newly Manufactured or current, except as specified in a Participating Addendum;
- f) Devices, when installed, and if available, must be set-up to receive automatic software updates and patches. For new software versions or upgrades that carry an additional cost, updates will not be done automatically; rather, Contractor or their Authorized Dealer will inform the Purchasing Entity of the new version and assist them in their decision to upgrade based on needed functionality and compatibility with their existing Equipment.
- g) Specifications must be published on Contractor's website;
- h) MSRP must not exceed what is listed with Buyers Laboratory Inc., or List Price must not exceed what is published on the Manufacturer's website;
- i) Must maintain a PPM speed, according to Segment classification; and
- j) Must be compatible with using recycled paper, up to and including, 100% Post-Consumer Waste (PCW) paper. Contractor may not fault the use of recycled paper for Device failures, as long as the recycled paper in use meets the standard paper specifications (e.g., multi-purpose, copy, or laser paper).

4.3.4. Device Exceptions

- a) Group C, Group D, Group E, and Group F will not be restricted to OEM, and do not have to be Private Labeled;
- b) Group C, Group E, and Group F are not required to be EPEAT registered or Energy Star compliant;
- c) 3D Printers may be offered by Contractor, and shall be priced based on a minimum discount of 5%;
- d) Digital Duplicators may be offered by Contractor, and shall be priced based on the discount offered for the Segment in which the Device belongs (refer to the Group A Price List for Segment discounts);
- e) Inkjet and Digital Presses may be offered by Contractor, and shall be priced based on the minimum discount offered in the Segment to which they belong (refer to the Group C Price List for Segment discounts);
- f) Roll-Fed Wide Format Printers may be offered by Contractor, and shall be priced based on a minimum discount of 5%.
- g) Contractor may offer Large/Wide Format Equipment that accommodates all paper sizes. Pricing shall be based on the discount offered for the Segment in which the Device belongs (refer to the Group E Price List for Segment discounts).

4.3.5. Accessories

- a) Contractor shall provide OEM and/or Third Party compatible Accessories that compliment or enhance the features of the Device.

- b) Contractor shall maintain a separate price list for Accessories for Base Units that have been discontinued. The pricing must be based on the same discount offered, per the 'Discount from MSRP' tab, on the applicable Group Price List.
- c) Purchasing Entities may add Accessories to Devices that have been purchased, leased or rented under prior NASPO ValuePoint and/or WSCA Master Agreements, as well as via any other means.

4.3.6. Software

- a) Contractor shall provide software to enhance the capabilities of the Devices, or software may be provided as a standalone option on any pre-owned, purchased, leased or rented Device.
- b) Contractor shall provide OEM and/or Third Party Software.
- c) All software drivers shall be, at a minimum, Windows 7 compliant, and all Devices must have universal software drivers.
- d) Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software, as referenced in Attachment J, unless otherwise stated in a Participating Addendum. However, the Master Agreement will supersede and control if there is conflicting language between the Master Agreement, and any software license agreement.

4.3.7. Consumable Supplies

- a) Contractor shall offer OEM or compatible Ink and Roll paper for Group E Devices. The Ink and/or paper may be purchased as standalone items, and will not be included as part of a Maintenance Agreement, nor will it be wrapped into the Total Monthly Payment on a lease or rental agreement.
- b) Contractor shall offer OEM or compatible consumable for Supplies for Groups A, B, C, D, and F. These Supplies may be purchased as standalone items or included as part of a Maintenance Agreement. Under no circumstances may the Supplies, regardless of quantity, be financed, unless they are start-up Supplies. The Supplies offered may include, but shall not be limited to, the following:
 - i) Toner;
 - ii) Staples;
 - iii) Ink;
 - iv) Print Cartridges;
 - v) Imaging Drums;
 - vi) Fuser Kits;
 - vii) Transfer Kits;
 - viii) Waste Toner Bottles;
 - ix) Fuser Oil;
 - x) Developer;
 - xi) Rollers and Pads; and
 - xii) Maintenance Kits.
- c) Toner must be free of carcinogenic, mutagenic, or teratogenic substances.

- d) Contractor shall provide the Purchasing Entity with a method to return the empty toner cartridges at no additional charge.

4.3.8. Open Market Items

- a) Contractor may offer Not Specifically Priced (NSP) items that compliment or enhance the Products and/or Services. NSP items will not include:
 - i) Interactive White boards;
 - ii) Computers, monitors, or other related items;
 - iii) Fax machines;
 - iv) Overhead Projectors; and
 - v) Cameras.
- b) NSP items may only be acquired through the Contractor or their Authorized Dealers and must be reported quarterly with all other sales.
- c) NSP items must be priced at a minimum discount of 15% from MSRP or List Price.
- d) NSP items shall not be offered to a Purchasing Entity as a stand-alone option, and the maximum allowable amount of all NSP items in a single Order shall be determined by the Participating State or Entity.
- e) It shall be at the discretion of the Participating State or Entity to allow Open Market Items in their Participating Addendum.

4.3.9. Emerging Technologies

- a) Upon approval from the Lead State, Contractor may add new, related technology.
- b) Technology does not have to be restricted to OEM, nor does it have to be Private Labeled.
- c) Any new technology that a Contractor requests to add to their Price List must contain a full description of the Product, along with MSRP and pricing information, as well as an explanation/justification as to how the Product conforms to the requirements of this Master Agreement.
- d) Any new technology must be priced at a minimum discount of 1%.

4.4. Service Offerings

4.4.1. Managed Print Services

- a) Contractor shall provide the following:
 - i) **Free Initial Assessment** – which shall include the following:
 - 1) Document workflow
 - 2) Identification of Service, Supplies, and parts
 - 3) Current output
 - 4) Total Cost of Ownership (TCO)
 - 5) Employee to Device ratio
 - 6) Preliminary estimated cost savings
 - ii) **Implementation** – which shall consist of the following:

- 1) Plan Development
 - 2) Hardware and Software Installation and Set-up
- iii) **Remote Device Monitoring** – which shall include the following:
- 1) Job Accounting
 - 2) Automated Meter Reads
 - 3) Automated Toner Replenishment
 - 4) Consult App Fleet Monitoring Tool (required for Automated Meter Reads and Automated Toner Replenishment)
- iv) **End-user Support** – which shall include the following:
- 1) Training
 - 2) Help Desk Services
 - 3) Preventative Maintenance
 - 4) Service and Repair
 - 5) On-site break/fix
 - 6) Clean Planet Recycling Plan
- v) **Account Management** – which shall include the following:
- 1) Reporting
 - 2) Invoicing
 - 3) Customer Business Reviews
 - 4) Consumable Spend
 - 5) Continual Assessments
 - 6) Green Initiatives
- b) Contractor may also provide the following:
- i) **Ongoing Fleet Management and Optimization**
 - 1) Flat Rate MPS
 - 2) Disaster Recovery
 - ii) **Professional Services**
 - 1) Consulting
 - 2) Project Management
 - 3) Records Management
 - 4) Network and Data Security
 - 5) Document Workflow Consulting
 - 6) Document Scanning
 - 7) Back-file Conversion
- c) All MPS engagements shall require the Contractor and Purchasing Entity to complete a detailed statement of work, as referenced in **Attachment H (Konica MPS Statement of Work)**, and it must be approved by both parties prior to the initiation of any engagement.

- d) The free initial assessment shall not constitute a commitment on behalf of the Purchasing Entity. Upon request from a Purchasing Entity, Contractor must provide the assessment with the understanding that the Purchasing Entity is under no obligation to enter into an MPS engagement.
- e) MPS pricing and billing options shall be flexible, as long as pricing doesn't exceed Master Agreement pricing, and the Purchasing Entity will drive the complexity of the solution required with a staged approach to implementation.

4.4.2. Maintenance Agreements

a) Pricing

- i) Pricing shall include a zero base, cost per click rate for b&w and/or color for Groups A, B, C and D.
- ii) Pricing for a monthly base charge, a set copy allowance and an overage rate for b&w and/or color shall also be provided.
- iii) Pricing must be provided that includes all parts, labor, Preventative Maintenance, Service Calls, and Supplies for Groups A, B, C and D.
- iv) A pricing option for ALL Groups shall include parts, labor, Preventative Maintenance (if applicable), and Service Calls, but excludes Supplies.
- v) Paper and ink for Group E Devices shall not be included as part of the Service and Supply pricing.
- vi) Contractor may increase their Service and Supply pricing to include staples (if applicable to the Device).
- vii) Contractor may charge flat rate fees for Services performed on any Accessories.
- viii) Service Calls due to misuse, neglect or abuse shall not be covered by the Maintenance Agreement, and Contractor and Authorized Dealers may bill the Purchasing Entity at an hourly rate for Services rendered.
- ix) **11"x17" impressions:**
 - 1) Shall be counted as two (2) clicks on Group A Devices; and
 - 2) May be counted as two (2) clicks on Group C Devices.
- x) Contractor shall offer a one (1) click rate that encompasses all paper sizes for Group C Devices.
- xi) A two-sided document shall be counted as two (2) clicks.
- xii) Contractor must not charge for scans on any MFD.
- xiii) **Initial Term:**
 - 1) Pricing shall remain firm for the initial term of the Maintenance Agreement.
 - 2) For lease and rental Equipment, the Maintenance Agreement term is equal to the term of the lease or rental (i.e. 18, 24, 36, 48, or 60 months).
 - 3) For purchased Equipment, the initial term is whatever period of time the Purchasing Entity elects, as long as it does not exceed 60 months.
- xiv) **Renewal Term:**
 - 1) If a Purchasing Entity wishes to renew a Maintenance Agreement for Equipment that was acquired under this Master Agreement, then the Contractor may negotiate new pricing. This pricing shall not exceed this Master Agreement pricing.

- 2) If a Purchasing Entity wishes to renew a Maintenance Agreement for Equipment that was acquired under Master Agreement (3091), then §4.4.2(f) shall apply.
- b) Blended Rates**
 - i) Contractor shall have the ability to blend the Service and Supply costs over a large Equipment fleet, and the Blended Rate must cover all units in the fleet.
 - ii) The Blended Rate must be divided between b&w and color.
 - iii) Contractor shall provide the Purchasing Entity with the Blended Rate calculation prior to Order placement.
 - iv) Utilizing a Blended Rate shall be at the discretion of the Participating State or Entity.
 - c) Manual Meter Reads**
 - i) Contractor may collect meter reads from a Purchasing Entity via electronic means.
 - ii) Meter reads may be submitted via the Contractor's online portal, or through e-mail, or facsimile.
 - iii) A Participating State or Entity may also elect, at their discretion, to submit meter reads through the Device.
 - d) Customer Owned Equipment**
 - i) Purchasing Entity's may elect to enter into a Maintenance Agreement for Equipment they already own, or Equipment they acquire through an up-front purchase.
 - ii) The Maintenance Agreement may be priced on a flat rate fee, which shall include parts, labor, Preventative Maintenance (if applicable) and Service calls. Supplies may or may not be included.
 - iii) The Maintenance Agreement shall not be subject to automatic renewals.
 - e) Lease or Rental Equipment**
 - i) Contractor shall be required to provide a Maintenance Agreement on all Equipment that is leased or rented by a Purchasing Entity.
 - ii) The Maintenance Agreement shall be priced based on a cost per click rate, or a monthly base charge.
 - f) Legacy Equipment**
 - i) Upon request from the Purchasing Entity, Contractor may provide Maintenance Agreements on any Equipment that is owned or was leased or rented through Master Agreement (3091), or via any other means, providing the following conditions are met:
 - 1) The Device has not reached the end of its Useful Life;
 - 2) The maximum term of the Maintenance Agreement does not exceed the Useful Life of the Device, unless otherwise specified in a Participating Addendum; and
 - 3) The Maintenance Agreement adheres to the same requirements as outlined in §4.4.2(d) and §4.4.2(e).
 - ii) Devices that were previously serviced by another Dealer or Manufacturer must be inspected and repaired, if necessary. Upon mutual agreement, Contractor may charge Purchasing Entity for any parts and/or labor required to bring the Device up to acceptable maintenance levels.
 - iii) If the Device has been at the Purchasing Entity's location for less than five (5) years, then Maintenance Agreement pricing shall not exceed this Master Agreement pricing, until the

Purchasing Entity reaches the five (5) year mark. Refer to §4.4.2(f)(iv) below for additional information.

- iv) If the Device has been at the Purchasing Entity's location for more than five (5) years, then Maintenance Agreement pricing shall not exceed 107% of the Service and Supply pricing in this Master Agreement for years 5 through 7, and 110% for years 8 and beyond. The Service and Supply pricing that will be used for this calculation will be based on the following:
 - 1) The Group and Segment to which the Device is categorized; and
 - 2) The Service and Supply pricing for that Group and Segment, as listed under Newly Manufactured Equipment in this Master Agreement.

4.4.3. Service Requirements

- a) **Technicians.** All technicians shall be factory trained by the OEM and certified to Service the Devices.
- b) **Standard Service Levels.** Participating States and/or Entities shall negotiate their own Service Level Agreement (SLA) with the Contractor. The SLA, must, at a minimum, adhere to the following requirements:
 - i) **End-User Training**
 - 1) An initial, no charge, on-site, one-hour training session for each Device, must be offered by Contractor for all non-desktop Products placed at each Purchasing Entity's location. For drop-shipped or desktop Products, Contractor shall offer an initial, one-hour, no charge, web-based, or on-line training session.
 - 2) Technical support training shall also be included in the initial, no charge training, and will include network connectivity and print driver installation. This training will be in addition to the one-hour of free training for Device operation.
 - 3) If Purchasing Entity elects to exercise the training option, then Contractor shall provide the training within two (2) weeks of requested date for on-site training, and two (2) hours for phone/technical support.
 - 4) Contractor shall offer additional on-site, one-hour training sessions for a flat rate fee. Additional charges for travel and per diem, if applicable, must be disclosed to the Purchasing Entity prior to Order placement.
 - 5) Contractor must provide on-site or off-site operational training to designated Purchasing Entity personnel, until the personnel are able to operate the Equipment independently. Pricing for operational training shall be based on a flat rate fee. Additional charges for travel and per diem, if applicable, must be disclosed to the Purchasing Entity prior to Order placement.
 - 6) Product literature, user-manuals, and access to on-line resources are available to the Purchasing Entity via Contractor's website.
 - 7) If technical support requests arise, the Purchasing Entity may contact the Contractor's dedicated GCS support number at 800-456-5664 for trouble-shooting assistance.
 - ii) **Preventative Maintenance.** Contractor shall perform all Preventative Maintenance Services at the Manufacturer's suggested intervals, or as specified in an Order. This Service shall be performed before the prescribed copy volumes are reached. Preventative Maintenance shall not be a requirement on desktop Devices.
 - iii) **Equipment Performance**

- 1) Equipment Downtime due to lack of consumable Supplies is not acceptable. Contractor shall ensure that consumable Supplies are available for purchase under this Master Agreement at all times to ensure amounts required for Device performance are met.
 - 2) Equipment Uptime is based on full Equipment availability producing quality output. Uptime average is calculated as $[(\text{Availability Hours}) - (\text{Downtime})] / (\text{Availability Hours})$ with the Product rounded down to the nearest whole number.
 - 3) Contractor shall guarantee that on a quarterly basis, the fleet of Devices for each Purchasing Entity will be operational at least 96% of the time, during Normal Business Hours for Groups A, B, D, E, and F.
 - 4) Contractor shall ensure that the fleet of Devices for each Purchasing Entity shall have a first-time-fix of 80% or better for all Service calls.
 - 5) If any fleet of Devices fails to perform at the operation level specified in §4.4.3(b)(iii)(3) and (4) then §4.11.11 shall apply.
 - 6) Contractor must provide daily communication to the Purchasing Entity regarding inoperable Equipment, including updates regarding resolution timeframe, and any parts, Accessories, or Devices on back-order.
- iv) **Loaner Equipment.** If any Device is inoperable for two (2) Business Days, due to Equipment malfunction, as reasonably determined by Contractor, then Contractor shall provide the Purchasing Entity with:
- 1) A loaner Device of similar speed and capabilities until such time as the inoperable Device(s) are now operable; or
 - 2) Provide the Purchasing Entity with off-site manned production capabilities to accomplish the work of the unit that is inoperable at the sole expense of the Contractor. Such costs shall be limited to the cost of production (Service and Supplies), Equipment, labor, and transportation to and from the off-site production facility and the Purchasing Entity location.
 - 3) **Customer One Guarantee.** For Equipment covered by this Guarantee under full continuous maintenance coverage from the date of installation, and for up to a maximum of five (5) years, Contractor shall offer a Customer One Guarantee which states:
 - Should covered Equipment be out of Service, due to maintenance needs, for more than sixteen (16) consecutive Business Hours, or if a production print unit is out of Service for more than twenty-four (24) hours, Contractor shall provide a loaner unit of similar capabilities upon request.
 - Any unit that Contractor determines cannot be properly repaired to Manufacturer's specifications will be eligible for a replacement unit of substantially similar or greater capabilities, at no additional charge. Replacement shall be a new MFP Device within the first two (2) years of installation and the replacement unit thereafter may be other than new.
 - Customer owned non-Konica Minolta assets, subject to a Managed Print Service contract supplement, are not covered by this Customer One Guarantee.
- v) **Repair Parts**
- 1) Contractor shall guarantee the availability of repair parts for a minimum of five (5) years after the Purchasing Entity's Acceptance of any Device.

- 2) All Device components, spare parts, application software, and ancillary Equipment that is supplied under this Master Agreement, must conform to Manufacturer specifications.
- 3) Contractor shall be responsible for ensuring that any repair parts are operable and installed in accordance with Manufacturer specifications.
- 4) Repair parts may be new, reconditioned, reprocessed or recovered.

vi) Replacement Equipment

- 1) If Purchasing Entity is not satisfied with any Device, Contractor will, at Purchasing Entity's written request, replace it without charge with an equivalent unit or, upon mutual agreement with the Purchasing Entity, with a Device of comparable features and capabilities.
- 2) Prior to installing a substitute Device, Contractor will be allowed thirty (30) days to remedy any quality or reliability issues.

vii) Service Zones

- 1) Unless otherwise specified in a Participating Addendum, Contractor shall adhere to the following Service Call Response Times based on the distance that their Service Base Location is from the Purchasing Entity:

Service Zone	Response Time
Within 50 miles of branch or Authorized Dealer location	4 - 6 business hours
50+ miles outside of branch or Authorized Dealer location	6 – 8 business hours

- 2) Service Call Response Times for any Konica Minolta printer shall be the following Business Day.
- 3) Repair or replacement of parts and/or Devices shall occur within four (4) Business Days of Contractor arriving at Purchasing Entity's location, with the following exception:
 - If Contractor is drop-shipping a new Device to replace a defective Device, then Purchasing Entity must receive the new Device within three (3) Business Days.
- 4) Contractor may charge different rates according to each Service zone.

viii) Service Logs

- 1) Contractors shall maintain a Service log which describes the maintenance and repair Services provided for each Device.
- 2) A no-cost copy of Service logs/reports must be provided to the Purchasing Entity or Participating State or Entity, within five (5) Business Days of the request.

ix) Equipment Relocation

- 1) Equipment relocation Services include dismantling, packing, transporting, and re-installing Equipment.
- 2) Contractor may charge for this Service based on the following table:

Service Zone	Distance from original placement of Device	Charge
1	Within the same building	No Charge Allowed*
2	Up to 50 miles from building in which Device was originally placed	Flat Rate Fee, plus Per Mile or Hourly Fee
3	More than 50 miles from building in which Device was originally placed	Flat Rate Fee, plus Per Mile or Hourly Fee

*Contractor may charge Purchasing Entities a mutually agreed upon price for special rigging in the event a Purchasing Entity's demographics require such rigging for Zone 1 relocation's. The price shall be agreed upon in writing by Contractor and Purchasing Entity prior to any Equipment relocation in Zone 1.

- 3) Contractor shall not charge for any fees incurred due to fuel or tolls.
- 4) Moves must be performed within thirty (30) calendar days of the Purchasing Entity request. Request may be verbal or written, but Contractor must confirm the request in writing and provide a date that the move will occur. Written confirmation must be sent to the Purchasing Entity within three (3) Business Days of request. In the event that there will be a delay in these Services, Contractor shall communicate with Purchasing Entity and agree on a mutually beneficial time-frame.

c) Meter Read Invoicing

- i) In order for Contractor to generate accurate invoices, Purchasing Entities shall provide meter reads within the Contractor's requested time-frame.
- ii) Invoices that are generated without receiving the proper meter read information from the Purchasing Entity will not be considered inaccurate.
- iii) The Purchasing Entity shall provide written notice of any such alleged invoicing issue and the Contractor will be allowed a thirty (30) day cure period to address any such issue. During the thirty (30) day cure period, the Purchasing Entity will not be assessed any late fees for failure to submit payment by the invoice due date.
- iv) Failure on the Contractor's part to maintain accurate invoicing shall result in a \$25.00 per instance credit on the following month's invoice.

d) Service Level Calculations

- i) At the discretion of the Participating State or Entity, Contractor shall produce reports that can be measured against the required SLA components. Refer to §4.4.3(e) for reporting requirements.
- ii) The Participating State or Entity shall determine how the reports will be utilized and whether liquidated damages will be assessed for failure to meet the SLA requirements. Any liquidated damages or penalty structure shall be defined in the Participating State or Entity's Participating Addendum.

e) Reporting. Contractor shall provide periodic reporting to all Purchasing Entities upon request. The reports shall be provided on a quarterly basis, or at the discretion of the Participating State or Entity. The report may include, but not be limited to, the following:

- 1) Up-time percentage (%) per fleet of Devices;
- 2) Number of Service Calls placed;
- 3) Response Time per Device;

- 4) Dates that Preventative Maintenance was performed, if applicable;
- 5) Hours of end-user training performed;
- 6) Estimated end of Useful Life per Device, based on current usage;
- 7) Location of Devices;
- 8) Click usage per Device; and
- 9) EPEAT certification level of each Device.

4.4.4. Software Subscriptions

- a) Software pricing shall be inclusive of available software patches and any updates.
- b) Purchasing Entities shall have the option to finance software subscriptions according to the lease and rental rates listed in Groups A, B, C, D, E, and F of the Master Agreement.
- c) Any new releases of software versions (upgrades) shall be chargeable to the Purchasing Entity; however, Contractor may not charge for the installation of the software upgrade.
- d) License fees and support fees shall remain firm throughout the term of the agreement.
- e) Software subscriptions shall not be subject to automatic renewals. Should there be any conflicting language between the software end user license agreement and the Master Agreement, the Master Agreement shall govern and control.
- f) Contractor shall be responsible for communicating all updates, patches, and new releases/versions to Purchasing Entities.
- g) Contractor shall provide a web-based or toll-free hotline during Normal Business Hours for Purchasing Entities to report software problems or answer software related questions.

4.5. Purchase, Lease, and Rental Programs

4.5.1. Contractor shall offer the following acquisition methods:

Financial Vehicle	Standard Terms Offered
Purchase	N/A
Fair Market Value Lease	18, 24, 36, 48 and 60 months
\$1 Buyout Lease	
Straight Lease	
Cancellable Rental	24, 36, 48 and 60 months

4.5.2. All Products on Contractor’s Price List may be purchased, leased or rented, either as a packaged-deal, or stand-alone item.

4.5.3. Equipment Trade-In

- a) A Purchasing Entity shall have the option, at the Contractors sole discretion, and based upon Participating State or Entity regulations and laws, and Purchasing Entity policies, to do an Equipment Trade-In, when placing a purchase, lease or rental Order.
- b) The value for the Equipment Trade-In shall be negotiated by the Purchasing Entity and the Contractor, and shall not include any disposal or shipping fees.

4.5.4. Lease and Rental Rates

- a) Contractor shall include an estimated property tax amount in their lease and rental rates.

- b) The rate for any lease or rental shall remain fixed throughout the Initial Lease or Rental Term.
- c) Equipment Payments for Renewal Terms shall never exceed Master Agreement pricing.
- d) If a Purchasing Entity enters into a Renewal Term, then the Equipment Payment will be subject to the lease and rental rates listed in the most recent Price List(s) posted on the NASPO ValuePoint website.
- e) Contractor may update lease and rental rates on a quarterly basis to allow for changes in the financial market. The rates must be indexed against the US Daily Treasury Yield Curve Rates, or something similar, and must be the rate in effect at the end of each calendar quarter. Refer to <https://www.treasury.gov/resource-center/data-chart-center/interest-rates/Pages/TextView.aspx?data=yield> for additional information.
- f) On a quarterly basis, Contractor may update the personal property tax uplift on lease and rental rates based on the participation of states not listed in the RFP, or a change in the property tax assessed by a states that are listed in the RFP.
- g) Contractor shall offer Coterminous lease and rental rates to any Purchasing Entity wishing to add Products to an existing lease or rental agreement.

4.5.5. Leasing and Rental Overview

- a) All lease and rental programs must remain with the Contractor or Authorized Dealers through an in-house leasing program, or through the financial branch or subsidiary of the Contractor. In addition, Contractor and their Authorized Dealers may use or assign payments to Third Party leasing companies, but all billing must be invoiced in the name of the Contractor or their Authorized Dealer, and all contractual obligations shall remain with the Contractor.
- b) A Purchasing Entity may lease or rent Equipment pursuant to the terms and conditions identified herein.
- c) Lease and rental agreements shall not be subject to automatic renewals.
- d) In the event that the term of a lease or rental agreement extends beyond the term of the Participating Addendum, the terms and conditions of this Master Agreement and Participating Addendum shall continue to apply.
- e) A lease or rental agreement issued prior to the termination of this Master Agreement and Participating Addendum, shall survive the termination of this Master Agreement and the Participating Addendum.
- f) With the exception of a \$1 Buyout Lease arrangement, or unless exercising the purchase option on an FMV Lease, a Purchasing Entity shall return the Equipment at the end of the Initial Lease or Rental Term, or at the end of the Renewal Lease or Rental Term, or the Contractor may pick the Equipment up, without any further financial obligations to the Purchasing Entity.
- g) Equipment pickups must be performed within thirty (30) calendar days of the end of the Initial or Renewal Term.
- h) Equipment returns must be performed within thirty (30) calendar days after the Contractor or Authorized Dealer provides return shipping instructions to the Purchasing Entity.
- i) Contractor shall be responsible for all Product pickup and return costs.

- j) The maximum term on any Initial Lease Term shall be 60 months.
- k) The length of a Renewal Term shall be at the discretion of the Participating State or Entity, but at no time shall the Renewal Term exceed the Useful Life of the Equipment.
- l) All Renewal Terms shall be billed on a monthly basis.

4.5.6. Leasing and Rental Options

a) FMV Lease

- i) A Purchasing Entity shall have the option to enter into an Initial Lease Term of 18, 24, 36, 48 or 60 months, at the discretion of the Participating State or Entity.
- ii) Upon the expiration of the Initial Lease Term, a Purchasing Entity may do one of the following:
 - 1) Exercise their purchase option;
 - 2) Renew the lease on a month to month basis, or a 12-month basis, at the discretion of the Participating State or Entity; or
 - 3) Return the Equipment to the Contractor, or have the Contractor pick the Equipment up.

b) \$1 Buyout Lease

- i) A Purchasing Entity shall have the option to enter into an Initial Lease Term of 18, 24, 36, 48 or 60 months, at the discretion of the Participating State or Entity.
- ii) Upon the expiration of the Initial Lease Term, the Contractor shall provide title to the Equipment to the Purchasing Entity, or as otherwise determined in a Participating Addendum, and the Purchasing Entity shall not be subject to any additional expense in order to assume possession of the Equipment.

c) Straight Lease

- i) A Purchasing Entity shall have the option to enter into an Initial Lease Term of 18, 24, 36, 48 or 60 months, at the discretion of the Participating State or Entity.
- ii) Upon the expiration of the Initial Lease Term, a Purchasing Entity may do one of the following:
 - 1) Renew the lease on a month to month basis, or a 12-month basis, at the discretion of the Participating State or Entity; or
 - 2) Return the Equipment to the Contractor, or have the Contractor pick the Equipment up.

d) Cancellable Rental

- i) A Purchasing Entity shall have the option to enter into an Initial Rental Term of 24, 36, 48 or 60 months, at the discretion of the Participating State or Entity.
- ii) A Purchasing Entity shall have the option to cancel the rental at any time throughout the term of the agreement, by providing the Contractor with a thirty (30) day prior written notice.
- iii) Upon the expiration of the Initial Lease Term, a Purchasing Entity may do one of the following:
 - 1) Renew the lease on a month to month basis, or a 12-month basis, at the discretion of the Participating State or Entity; or

- 2) Return the Equipment to the Contractor, or have the Contractor pick the Equipment up.

4.5.7. Leasing and Rental Terms and Conditions

a) Possession and Return of Lease and Rental Equipment

- i) Purchasing Entity is responsible for risk of loss to the Products while the Products are in Purchasing Entity's possession. Purchasing Entity shall be relieved of all risks of loss or damage to the Products during periods of transportation and de-installation.
 - ii) Contractor or Authorized Dealer must notify a Purchasing Entity, in writing, of their End of Term (EOT) options at least sixty (60) to ninety (90) days prior to the end of any Initial Lease or Rental Term. Such notification may include, but not be limited to, the following:
 - 1) Any acquisition or return options, based on the type of lease or rental agreement;
 - 2) Any renewal options, if applicable; and/or
 - 3) Hard drive removal and surrender cost, if applicable.
 - iii) If a Purchasing Entity desires to exercise a purchase, renewal, or return of the Equipment, it shall give Contractor at least thirty (30) days written notice prior to the expiration of such lease or rental term. Notwithstanding anything to the contrary, if Purchasing Entity fails to notify Contractor of its intent with respect to the exercise of a purchase, renewal, or return of the Equipment, the Initial Lease or Rental Term shall be terminated on the date as stated in the Order and removal of the Product will be mutually arranged, unless otherwise specified in a Participating State or Entity's Participating Addendum.
 - iv) If Purchasing Entity does not exercise the purchase or renewal option, it will immediately make the Product available to Contractor in as good of condition as when Purchasing Entity received it, except for ordinary wear and tear.
- b) **Payment.** The first scheduled payment (as specified in the applicable Order), will be due following the Acceptance of the Products, or such later date as Contractor may designate. The remaining payments will be due on the same day of each subsequent month, unless otherwise specified in the applicable Order.
- c) **Buyout to Keep Option.** A Purchasing Entity must notify the Contractor or Authorized Dealer, in writing, at least thirty (30) days in advance, if they wish to exercise the Buyout to Keep option on an FMV or \$1 Buyout Lease.
- d) **Buyout to Return Option.** A Purchasing Entity must notify the Contractor or Authorized Dealer, in writing, at least thirty (30) days in advance, if they wish to exercise the Buyout to Return option on an FMV, \$1 Buyout or Straight Lease, and return the Equipment to the Contractor in good working condition (ordinary wear and tear excepted).
- e) **Equipment Upgrade or Downgrade.** A Purchasing Entity may do an Equipment Upgrade or Downgrade on a lease or rental at any time throughout the term of the lease or rental agreement (limited to 10% or less of the entire fleet). The Purchasing Entity and the Contractor shall negotiate the price of the Equipment Upgrade or Downgrade, but at no time shall the total cost of the Equipment Upgrade or Downgrade be less than the remaining stream of Equipment Payments.
- f) **Non-appropriation of Funds.** For qualified Purchasing Entities, the continuation of any lease or rental agreement will be subject to, and contingent upon, sufficient funds being made available by the Participating State Legislature and/or federal sources. The Purchasing Entity may terminate any such lease or rental agreement, and Contractor waives any and all claim(s)

for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Purchasing Entity's funding sources are not available.

g) Assignment

- i) Purchasing Entity has no right to sell, transfer, encumber, sublet or assign the Product or any lease or rental agreement without Contractor's prior written consent (which consent shall not be unreasonably withheld).
- ii) Purchasing Entity agrees that Contractor may not sell or assign any portion of Contractor's interests in the Product and/or these Lease or Rental Terms or any Order for leases or rentals, without notice to Purchasing Entity even if less than all the payments have been assigned, except as provided for in §4.5.5(a) . In that event, the assignee (the "Assignee") will have such rights as Contractor assigns to them, but none of Contractor's obligations (Contractor will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that Purchasing Entity may have against Contractor.
- iii) No assignment to an Assignee will release Contractor from any obligations Contractor may have to Purchasing Entity.

h) Early Termination Charges

- i) Except in the case of Non-appropriation of funds for qualified Purchasing Entities, FMV, \$1 Buyout and Straight Leases shall be subject to an early termination charge, and shall involve the return of the Equipment (in good working condition; ordinary wear and tear excepted) by the Purchasing Entity to the Contractor. With respect to the Equipment, the termination charge shall not exceed the balance of remaining Equipment Payments (including any current and past due amounts), and with respect to Service or maintenance obligations, the termination charge shall not exceed four (4) months of the Service and Supply base charge or twenty-five percent (25%) of the remaining Maintenance Agreement term, whichever is less.
 - ii) Cancellable Rentals shall not exceed a termination charge of three (3) months of Total Monthly Payments, or as otherwise agreed to by the Participating State or Entity.
- i) Default.** Each of the following is a "default" under these lease and rental terms:
- i) Purchasing Entity fails to pay any payment or any other amount within forty-five (45) days (or as otherwise agreed to in a Participating Addendum) of its due date;
 - ii) Any representation or warranty made by Purchasing Entity in these lease or rental terms is false or incorrect and Purchasing Entity does not perform any of its obligations under these lease or rental terms, and this failure continues for forty-five (45) days (or as otherwise agreed to in a Participating Addendum) after Contractor has notified Purchasing Entity;
 - iii) Purchasing Entity or any guarantor makes an assignment for the benefit of creditors;
 - iv) Any guarantor dies, stops doing business as a going concern, or transfers all or substantially all of such guarantor's assets; or
 - v) Purchasing Entity stops doing business as a going concern or transfers all or substantially all of Purchasing Entity's assets.
- j) Remedies.** If a Purchasing Entity defaults on a rental or lease agreement, then Contractor, in addition to, or in lieu of, the remedies set forth in this Master Agreement, and Participating Addendum, may do one or more of the following:

- i) Cancel or terminate any or all Orders, and/or any or all other agreements that Contractor has entered into with Purchasing Entity;
- ii) Require Purchasing Entity to immediately pay to Contractor, as compensation for loss of Contractor's bargain and not as a penalty, a sum equal to:
 - 1) All past due payments and all other amounts payable under the lease or rental agreement;
 - 2) All unpaid payments for the remainder of the lease or rental term, discounted at a rate equal to three percent (3%) per year to the date of default; and
 - 3) Require Purchasing Entity to deliver the Product to Contractor per mutual arrangements.

4.6. Security Requirements

4.6.1. Network and Data Security

- a) Devices may be configured to include a variety of data security features. The set-up of such features shall be at the discretion of the Purchasing Entity, and all costs associated with their implementation must be conveyed by Contractor prior to Order placement.
- b) Contractor will not be permitted to download, transfer, or access print data stored on the Device in either hard drive or chip memory. Only system management accessibility will be allowed.
- c) Contractor shall ensure that delivery and performance of all Services shall adhere to the requirements and standards as outlined in each Participating State or Entity's Participating Addendum.

4.6.2. Sensitive Information. Sensitive information that is contained in any Legacy Equipment or applications shall be encrypted if practical. In addition, sensitive data will be encrypted in all newly developed applications. Since sensitive information is subjective, it shall be defined by each Participating State or Entity in their Participating Addendum.

4.6.3. Data Breach. Contractor shall have an incident response process that follows National Institute of Standards and Technology (NIST) standards as referenced in Special Publication 800-61, Revision 2 (available at <http://dx.doi.org/10.6028/NIST.SP.800-61r2>) and includes, at a minimum, breach detection, breach notification, and breach response.

4.6.4. Authentication and Access

- a) Any network connected Device must offer authentication for all features via LDAP and/or Windows AD, as well as the ability to disable authentication for any or all features.
- b) Any network connected Device must have the ability to connect via Dynamic Host Configuration Protocol (DHCP) or Static IP address.
- c) The credential information for any remote authentication method may not be maintained within the Device's memory.
- d) Access to the Device's administrative functions must be password protected per the Participating State or Entity requirements, and the default settings must be changed at the time of Equipment installation.

4.6.5. Hard Drive Removal and Surrender

- a) At Equipment install, the bizhub SECURE option may be available per Device for new Konica Minolta Equipment acquired under this Master Agreement. Value-added security functions can be enabled for:
 - i) Hard drive encryption;
 - ii) Hard drive lock password;
 - iii) Automatic deletion of temporary image data; and/or
 - iv) Data overwrite of electronic documents.
- b) At the end of the Lease or Rental Term, Contractor shall offer the following options for Konica Minolta Equipment only, and upon written request and authorization from the Purchasing Entity:
 - i) **As-is disposal.** Equipment will be picked up according to the respective terms and conditions of the Order, and disposed of accordingly in a responsible manner. The internal data of the Equipment will not be altered or modified in any way.
 - ii) **In-place data cleaning.** Where available, a Contractor field engineer will perform a “data overwrite” of the hard drive using built-in sanitization technology. The drive will be cleared of data and re-initialized in the Device before disposal. Availability of this option depends on model and configuration.
 - iii) **Hard Drive replacement and return.** At the time of disposal, the internal hard drive will be removed and sealed in a container that will be returned to the Purchasing Entity. A replacement hard drive will be installed and re-initialized with the generic Device control programs. Availability of this option depends on model and configuration.
- c) If Contractor takes possession of any Device at the Purchasing Entity’s location, then they shall also remove any ink, toner, and associated Supplies (drum, fuser, etc.) and dispose of them in accordance with applicable law, as well as environmental, and health considerations, or as otherwise specified in a Participating Addendum.
- d) Hard drive sanitation shall be at no expense to the Purchasing Entity; however, Contractor may charge the Purchasing Entity a fee if the Purchasing Entity elects to keep the hard drive in their possession. Contractor must disclose the price for removal and surrender of the hard drive, prior to Order placement, and shall provide the Purchasing Entity with a copy of **Attachment I (Konica MFP Hard Drive Secure Disposal Terms and Conditions)**, and **Attachment H (Konica Hard Drive Disposal Options)**, as modified and approved by the Participating State or Entity.
- e) If the hard drive is not removable, or the Device does not contain a hard drive, then Contractor must convey this to the Purchasing Entity at the time of Order placement. In the case of a non-removable hard drive, §4.6.5(b)(ii) shall apply.
- f) If a Contractor is removing another Manufacturer’s Equipment, they are not permitted to remove the hard drive. Only the Manufacturer or their Authorized Dealer shall remove hard drives in their own Devices. Contractor shall work with the Manufacturer to ensure the requirements pursuant to this Subsection are met to the best of their abilities.

4.7. Equipment Demonstration Requirements

- 4.7.1. Contractor must offer trial or demonstration Equipment for Group A, Group B, and if requested by the Purchasing Entity, Group C, Group D, Group E, and Group F.

- 4.7.2. Trial or demonstration Equipment may be new or used; however, no used, Remanufactured, or Refurbished Devices shall be converted to a purchase, lease, or rental.
- 4.7.3. At the discretion of the Participating State or Entity, and upon request by a Purchasing Entity, showroom Equipment for Groups A, B, and C may be converted to a purchase, lease, or rental providing the following conditions are met:
- a) The meter count on Group A and Group B Devices does not exceed 10,000 copies total (i.e. b&w and color combined);
 - b) The meter count on Group C Devices not exceed 50,000 copies total (i.e. b&w and color combined);
 - c) The Device must be discounted by at least 5% off of this Master Agreement pricing for that same Device; and
 - d) The Purchasing Entity and the Contractor indicate on the Order that the Device is a showroom model.
- 4.7.4. Any trial or demonstration period shall not exceed thirty (30) calendar days.

4.8. Shipping and Delivery Requirements

- 4.8.1. All Orders, regardless of quantity, shall be delivered to the Purchasing Entity within thirty (30) calendar days after Contractor receipt of Order, unless otherwise specified by a Purchasing Entity.
- 4.8.2. Software related to the Device must be installed within five (5) Business Days of the Device installation, or as otherwise stated in an Order.
- 4.8.3. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. The minimum shipment amount, if any, will be found in the special terms and conditions. Any Order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.
- 4.8.4. Responsibility and liability for loss or damage shall transfer to the Purchasing Entity upon delivery of the Product, except as to material defects, fraud and Contractor's warranty obligations, which shall remain with the Contractor.
- 4.8.5. All deliveries shall be made during Normal Business Hours, which may vary for each Purchasing Entity of each Participating State.
- 4.8.6. It shall be the responsibility of the Contractor to be aware of the delivery days and receiving hours for each Purchasing Entity.
- 4.8.7. The Purchasing Entity shall not be responsible for any additional charges, should the Contractor fail to observe specific delivery days and receiving hours.
- 4.8.8. The delivery days and delivery hours shall be established by the Purchasing Entity at the time of Order placement.
- 4.8.9. All deliveries, with the exception of drop-shipped or desktop Products, shall be made to the interior location specified by the Purchasing Entity. Specific delivery instructions will be noted on the Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.

- 4.8.10. Products shall be packaged and labeled so as to satisfy all legal and commercial requirements applicable for use by any Purchasing Entity, and shall include, without limitation and if applicable, OSHA material safety data sheets, and shall conform to all statements made on the label.
- 4.8.11. Packages that cannot be clearly identified may be refused and/or returned at no cost to the Purchasing Entity.
- 4.8.12. **Laws and Regulations.** Any and all Products and Services offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

4.9. Equipment Installation Requirements

- 4.9.1. Prior to Order acceptance, Contractor must advise Purchasing Entity of any specialized installation and site requirements for the delivery and installation of Device. This information should include, but is not limited to, the following:
 - a) Air conditioning;
 - b) Electrical;
 - c) Special grounding;
 - d) Cabling;
 - e) Space;
 - f) Humidity and temperature limits; and
 - g) Other considerations critical to the installation.
- 4.9.2. The Purchasing Entity shall be responsible for furnishing and installing any special wiring or dedicated lines.
- 4.9.3. Network installation shall include configuration of the Device for the proper network protocols, and installation of the appropriate print drivers on up to five (5) computers per Device, or as otherwise specified in a Participating Addendum.
- 4.9.4. If applicable, all Devices must be set-up with Preventative Maintenance notifications turned on, and with the most environmentally responsible defaults enabled, including Energy Star saving settings.
- 4.9.5. Contractor may charge for excessive installation requirements, including rigging, access alterations, and access to non-ground floors via stairs. Any such excessive installation charges must be quoted to the Purchasing Entity prior to the signature of any Order, and shall be based on the actual expenditures of Contractor or Authorized Dealer. In addition, Contractor may charge for expedited shipping.
- 4.9.6. Contractor or Authorized Dealers shall affix a label or a decal to the Device at the time of installation which shows the name, address, and telephone number of Contractor or Authorized Dealer responsible for warranty Service of the Equipment.
- 4.9.7. Contractor shall clean-up and remove all debris and rubbish resulting from their work as required by the Purchasing Entity. Upon completion of the work, the premises shall be left in good repair and in an orderly, neat, clean, and unobstructed condition.

4.10. Inspection and Acceptance

- 4.10.1. All Products are subject to inspection at reasonable times and places before Acceptance.

- 4.10.2.** If the Product does not meet the standard of performance during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the standard of performance issue(s). If after the cure period, the Product still has not met the standard of performance, the Purchasing Entity may, at its option:
- a) Declare Contractor to be in breach and terminate the Order;
 - b) Demand replacement Product from Contractor at no additional cost to Purchasing Entity; or,
 - c) Continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be deemed Accepted and no charges shall be paid until the standard of performance is met.
- 4.10.3.** Purchasing Entity shall confirm delivery, installation and Acceptance of all Products covered by each purchase, lease, or rental Order, by signing a Delivery and Acceptance Certificate (D&A), as referenced in **Exhibit B (Sample D&A Certificate)**, which shows Acceptance of the Product(s) and allows Contractor to invoice for the Products(s).
- 4.10.4.** Purchasing Entity agrees to sign and return the D&A to Contractor (which, at mutual agreement, may be done electronically) within five (5) Business Days after any Product is installed, or as otherwise stated in a Participating Addendum.
- 4.10.5.** Failure to sign the D&A or reject the Product(s) within the foregoing five (5) day period shall be deemed as Acceptance by the Purchasing Entity; however, it does not relieve the Contractor of liability for material (nonconformity that substantially impairs value) defects subsequently revealed when Products are put to use. Acceptance of such Products may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor shall be liable for any resulting expense incurred by the Purchasing Entity in relation to the preparation and shipping of Product(s) rejected and returned, or for which Acceptance is revoked.
- 4.10.6. Transfer of Title**
- a) Contractor shall have exclusive title to the Products being delivered and the Products shall be free and clear of all liens, encumbrances, and security interests. Title to the Device shall only pass to the Purchasing Entity upon:
 - i) Purchasing Entity up-front purchase of the Device;
 - ii) Purchasing Entity exercising the purchase option at the end of a Fair Market Value Lease;
 - iii) Upon expiration of a Purchasing Entity's \$1 Buyout Lease; or
 - iv) Purchasing Entity has secured Third Party financing and payment is being made directly to the Contractor by the Purchasing Entity.
 - b) Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.
- 4.10.7.** If any Services do not conform to Contract requirements, the Purchasing Entity may require the Contractor to perform the Services again in conformity with Contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to

Contract requirements; and reduce the Contract price to reflect the reduced value of Services performed.

4.11. Warranty Requirements

- 4.11.1.** The Warranty period shall begin upon Acceptance of the Products, and shall be for a minimum of ninety (90) days for purchase, lease and rental Equipment.
- 4.11.2.** Devices that are sold under this Master Agreement will come with the standard features as published on the Manufacturers website, and will not deviate from the stated specifications.
- 4.11.3.** Products shall be in good working order, free from any defects in material and workmanship, and fit for the ordinary purposes they are intended to serve.
- 4.11.4.** If defects are identified, per mutual agreement of Contractor and the Purchasing Entity, Contractors obligations shall be limited solely to the repair or replacement of Products proven to be defective upon inspection.
- 4.11.5.** Replacement of Products shall be on a like-for-like basis and shall be at no cost to the Purchasing Entity.
- 4.11.6.** Repair of defective parts and/or Devices shall be at no cost to the Purchasing Entity.
- 4.11.7.** Upon significant failure of a Product, the warranty period shall commence again for the same amount of time as specified in §4.11.1. Significant failure shall be determined by the Participating State.
- 4.11.8.** Contractor warranty obligations shall not apply if:
 - a) Product is installed, wired, modified, altered, or serviced by anyone other than Contractor and/or their Authorized Dealer;
 - b) If a defective or non-Contractor authorized Accessory, Supply, software, or part is attached to, or used in the Device; and
 - c) The Device is relocated to any place where Contractor Services are not available.
- 4.11.9.** Contractor agrees to perform its Services in a professional manner, consistent with applicable industry standards.
- 4.11.10.** It will be at the discretion of each Participating State or Entity to negotiate additional warranty requirements with the Contractor.
- 4.11.11. Lemon Clause**
 - a) This clause shall apply to all Devices that are purchased, leased, or rented under this Master Agreement.
 - b) This clause shall not apply if Supplies are used in the Devices that were not manufactured, provided, or authorized by the Contractor.
 - c) The application period is thirty-six (36) months from the date of Acceptance.
 - d) This clause shall take precedence over any other warranty or Services clauses associated with this Master Agreement, or as specified by a Participating State or Entity in their Participating Addendum.

- e) A Purchasing Entity must maintain an uninterrupted Maintenance Agreement on all purchased Devices in order for this clause to apply past the initial ninety (90) day warranty.
- f) Any Device that fails (except due to operator error) to function in accordance with the Manufacturer's published performance specifications, four (4) times in any four (4) week period and/or is subject to recurring related problems, shall be replaced with a like-for-like Device that meets or exceeds the requirements of the original Device, at no cost to the Purchasing Entity.

4.12. Customer Service

- 4.12.1. **Key Personnel.** Contractor shall ensure that staff has been allocated appropriately to ensure compliance with this Master Agreement and subsequent Participating State or Entity requirements and that the individuals occupying the Key Personnel positions have adequate experience and knowledge with successful implementation and management of a national cooperative contract. Contractor shall ensure that there is always a single point of contact for the following positions:
 - a) **Master Agreement Contract Administrator** - the Lead State's primary contact in regards to Contract negotiations, amendments, Product and Price List updates, and any other information or documentation relating to this Master Agreement;
 - b) **NASPO ValuePoint Reporting Contact** - Responsible for submitting quarterly reports and the quarterly Administrative Fee to the appropriate personnel;
 - c) **Master Agreement Marketing Manager** - Responsible for marketing this Master Agreement, as well as creating Participating State websites, and ensuring that all uploaded data and content is current; and
 - d) **National Service Manager** - Responsible for overseeing the Regional Service Managers, Field Service Technicians, training, and inside Service operations. This position works with the Lead State Contract Administrator to ensure contractual obligations are met, while providing leadership for the Contractor's operations, as well as strategic planning of the Service department.
- 4.12.2. Contractor shall provide a single point of contact for each Participating State, who will handle any questions regarding the Products provided, as well as pricing, delivery, billing, status of Orders, customer complaints and escalated issues.
- 4.12.3. Contractor shall provide full Service and support for Products during Normal Business Hours.
- 4.12.4. Contractor shall have a designated customer service team who will be available by phone (via local or toll free number), fax, or email during Normal Business Hours.
- 4.12.5. Customer service representatives shall have online access to account information and will respond to inquiries concerning the status of Orders (shipped or pending), delivery, back-orders, pricing, Product availability, Product information, and account and billing questions.

5. ADMINISTRATION OF ORDERS

5.1. Ordering and Invoicing Specifications

- 5.1.1. Master Agreement Order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.
- 5.1.2. Contractor shall accept procurement credit cards as a form of payment from Purchasing Entity, with no additional charge or fee assessed.

- 5.1.3.** Contractor shall provide a centralized billing option, upon request, and at the discretion of a Participating State or Entity.
- 5.1.4.** Authorized Dealers may invoice the Purchasing Entity directly, unless otherwise specified in a Participating Addendum.
- 5.1.5.** Contractor and/or Authorized Dealers may charge the Purchasing Entity a re-stocking fee for any Products that are not accepted. The amount of the fee shall be the lesser of 10% of the purchase price, or \$200.00, unless otherwise specified in a Participating Addendum.
- 5.1.6.** Contractor may bill property tax separately or as otherwise indicated in a Participating Addendum or an Order.
- 5.1.7.** Contractor and/or Authorized Dealers may estimate meter reads if a Purchasing Entity fails to submit the required information within the specified time-frame.
- 5.1.8.** This Master Agreement permits Purchasing Entities to define project-specific requirements and informally compete the requirement among other contractors having a NASPO ValuePoint Master Agreement, on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to Purchasing Entity rules and policies. The Purchasing Entity may, in its sole discretion, determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.
- 5.1.9.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of Products, and/or Services contemplated by this Master Agreement.
- 5.1.10.** Contractor shall not begin work without a valid purchase order or other appropriate commitment document compliant with the law of the Purchasing Entity.
- 5.1.11.** Orders must be placed consistent with the terms of this Master Agreement, and only during the term of this Master Agreement.
- 5.1.12.** All Orders pursuant to this Master Agreement, at a minimum, shall include:
 - a) Name of Purchasing Entity;
 - b) The name, phone number, and address of the Purchasing Entity representative;
 - c) Order date;
 - d) Description of the Product and/or Service ordered;
 - e) Model number;
 - f) Serial number;
 - g) Price;
 - h) This Master Agreement number; and
 - i) Any additional information required by the Participating Entity.
- 5.1.13.** All software Orders must reference the Manufacturer’s most recent release or version of the Product, unless the Purchasing Entity specifically requests a different version.

- 5.1.14.** All communications concerning administration of Orders placed shall be furnished solely to the authorized individual within the Purchasing Entity's location, or to such other individual identified in writing in the Order.
- 5.1.15.** Contractor shall not issue an invoice until the Purchasing Entity has confirmed Acceptance, per §4.10.3.
- 5.1.16.** Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
- 5.1.17. Internet-based Portal and Electronic Catalogs.** If Contractor provides the ability to place an Order through an internet-based portal or electronic catalog, then Contractor shall maintain all necessary hardware, software, backup-capacity and network connections required to operate that internet-based portal or electronic catalog. In addition, Contractor shall adhere to the following requirements:
- a) The internet-based portal or electronic catalog shall clearly designate that the Products are part of this NASPO ValuePoint Master Agreement, and shall link to the Participating State or Entity's designated web location;
 - b) All Environmentally Preferable Products (EPP) shall be clearly listed;
 - c) If the Contractor's electronic catalog will either be hosted on or accessed through the Participating State's eCommerce system, then Contractor shall comply with all policies, procedures and directions from the Participating State or Entity in relation to hosting its catalog on or making its catalog accessible through that system;
 - d) All information made available through the Participating State or Entity's eCommerce system is accurate and complies with this Master Agreement and the Participating Addendum; and
 - e) Paper catalogs or catalogs on other digital media must be supplied to the Participating State or Entity upon request.
- 5.1.18.** Substitutions are not allowed. If an ordered Product is out-of-stock, Contractor shall notify the Purchasing Entity and request approval before substituting for the out-of-stock item. Contractor's request to substitute shall explain how the substituted Product compares with the out-of-stock item. Any substitute Product offered must be on this Master Agreement Price List.
- 5.1.19.** Notwithstanding the expiration or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery Order arrangement priced against this Master Agreement, may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery Order agreement.
- 5.1.20.** Contractor's process for resolving disputed invoices, issuing refunds and/or credit, and addressing over-payments as well as Product returns is as follows:
- a) Purchasing Entity shall contact the Contractor via email or the 800 customer service number provided on the invoice;
 - b) If the Customer Service team is not able to resolve the issue, then the call will be escalated to the Master Agreement Contract Administrator;

- c) If Contractor agrees to Purchasing Entity's dispute, the Purchasing Entity's account shall be credited. If the Master Agreement Contract Administrator does not agree with the Purchasing Entity's dispute, then the Purchasing Entity can request further review by the Director of Bids and Administration.

In all instances of dispute resolution, the Purchasing Entity may contact the Participating State Contract Administrator, or the Lead State for assistance in resolving the dispute.

5.2. Payment

Payment for completion of a Contract Order is normally made within thirty (30) days following the date the entire Order is delivered or the date a correct invoice is received, whichever is later. After forty-five (45) days, the Contractor may assess overdue account charges up to a maximum rate of one (1) percent per month on the outstanding balance.

6. GENERAL PROVISIONS

6.1. Insurance

- 6.1.1. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option; result in termination of its Participating Addendum.
- 6.1.2. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:
 - a) Commercial General Liability covering premises operations, Independent Contractors, Products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence, \$2 million general aggregate, \$2 million Products and completed operations aggregate and \$50,000 and any one fire. If any aggregate limit is reduced below \$2,000,000 because of claims made or paid, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the Participating Entity, a certificate or other document satisfactory to the Participating Entity, showing compliance with this provision.
 - b) Cyber Liability covering claims and losses with respect to network, internet (Cloud) or other data disclosure risks (such as data breaches, releases of Confidential Information, unauthorized access/use of information, and identity theft) with minimum limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
 - c) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
 - d) Automobile Liability covering any auto (including owned, hired and non-owned), with a minimum limit of \$1,000,000 each accident combined single limit.
- 6.1.3. Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.
- 6.1.4. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that:

- a) Names the Participating States identified in the Request for Proposal as additional insured's, and;
- b) Provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.

6.1.5. Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within seven (7) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within fifteen (15) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

6.1.6. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Order.

6.2. Records Administration and Audit

6.2.1. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or Orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any Order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

6.2.2. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of this Master Agreement or Orders, or underpayment of fees found as a result of the examination of the Contractor's records.

6.2.3. The rights and obligations herein right exist in addition to any quality assurance obligation in this Master Agreement requiring the Contractor to self-audit Contract obligations and that permits the Lead State to review compliance with those obligations.

6.3. Confidentiality, Non-Disclosure, and Injunctive Relief

6.3.1. Confidentiality. Contractor acknowledges that it and its employees or Authorized Dealers may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity's or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or Authorized Dealers in the performance of this Master Agreement, including, but not necessarily limited to:

- a) Any Purchasing Entity's records;
- b) Personnel records;
- c) Information concerning individuals is Confidential Information of Purchasing Entity. Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that:
 - i) Is or becomes (other than by disclosure by Contractor) publicly known;
 - ii) Is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement;
 - iii) Is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement;
 - iv) Is obtained from a source other than Purchasing Entity without the obligation of confidentiality;
 - v) Is disclosed with the written consent of Purchasing Entity; or
 - vi) Is independently developed by employees, Dealers or Subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

6.3.2. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and Authorized Dealers of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

6.3.3. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal

remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

6.3.4. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

6.3.5. The rights granted to Purchasing Entities, and the Contractor obligations under this section shall also extend to the cooperative's Confidential Information, defined to include Participating Addenda, as well as Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to §6.2, **Records Administration and Audit**. To the extent permitted by law, Contractor shall notify the Lead State of any entity seeking access to the Confidential Information described in this subsection.

6.4. License of Pre-Existing Intellectual Property

Contractor grants to the Purchasing Entity a non-exclusive, limited license to use the Intellectual Property and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property") for all purposes necessary or appropriate to the authorized use of the Equipment to which the Pre-existing Intellectual Property is embedded or associated. Pre-existing Intellectual Property shall not be sold or transferred separate from the associated Equipment. The license shall be subject to any third party rights in the Pre-existing Intellectual Property. Contractor shall obtain, at its own expense, on behalf of the Purchasing Entity, written consent of the owner for the licensed Pre-existing Intellectual Property.

6.5. Public Information

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

6.6. Assignment/Subcontracts

6.6.1. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

6.6.2. The Lead State reserves the right to assign any rights or duties, including written assignment of Contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint.

6.7. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's Key Personnel, in writing within ten (10) calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed in the Contractor's proposal.

6.8. Independent Contractor

6.8.1. Contractor shall perform duties as an Independent Contractor, and not as an employee. Neither the Contractor nor any employee or Authorized Dealer of the Contractor, shall be or deemed to be an employee of the Lead State, NASPO ValuePoint, and/or any Participating State or Entity.

6.8.2. Contractor acknowledges that its employees are not entitled to unemployment insurance benefits unless the Contractor or a Third Party provides such coverage, and that the Lead State, NASPO

ValuePoint and any Participating State or Entity does not pay for or otherwise provide such coverage.

- 6.8.3.** Contractor shall have no authority to bind the Lead State, NASPO ValuePoint and any Participating State or Entity to any agreements, liability, or understanding except as may be expressly set forth in this Master Agreement, Participating Addendum or an Order.

6.9. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of this Master Agreement.

6.10. Defaults and Remedies

6.10.1. The occurrence of any of the following events shall be an event of default under this Master Agreement:

- a) Nonperformance of contractual requirements; or
- b) A material breach of any term or condition of this Master Agreement; or
- c) Any certification, representation or warranty by Contractor in this Master Agreement that proves to be untrue or materially misleading; or
- d) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- e) Any default specified in another section of this Master Agreement.

6.10.2. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of thirty (30) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part, if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis.

6.10.3. If Contractor fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:

- a) Exercise any remedy provided by law;
- b) Terminate this Master Agreement and any related Contracts or portions thereof;
- c) Impose liquidated damages as provided in this Master Agreement;
- d) Suspend Contractor from being able to respond to future Solicitations;
- e) Suspend Contractor's performance; and
- f) Withhold payment until the default is remedied.

6.10.4. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in this Master Agreement, in addition to those set forth in its Participating Addendum.

6.10.5. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

6.11. Waiver of Breach

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or an Order.

6.12. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

6.13. Indemnification

6.13.1. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from act(s), error(s), or omission(s) of the Contractor, its employees or Subcontractors or volunteers, at any tier, relating to the performance under this Master Agreement.

6.13.2. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim").

6.13.3. The Contractor's obligations under this section shall not extend to any combination of the Product with any other Product, system or method, unless the Product, system or method is:

- a) Provided by the Contractor or the Contractor's subsidiaries or affiliates;
- b) Specified by the Contractor to work with the Product;
- c) Reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available Product, system or method capable of performing the same function; or
- d) It would be reasonably expected to use the Product in combination with such Product, system or method.

6.13.4. The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the

Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

6.14. No Waiver of Sovereign Immunity

6.14.1. In no event shall this Master Agreement, any Participating Addendum or any Contract or any Purchase Order issued thereunder, or any act of a Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

6.14.2. This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

6.15. Governing Law and Venue

6.15.1. The construction and effect of this Master Agreement shall be governed by the laws of the Lead State. Venue for any administrative or judicial action relating to this Master Agreement shall be in the City and County of Denver, Colorado.

6.15.2. The construction and effect of any Participating Addendum or Order against this Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

6.15.3. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): The Lead State for claims relating to the procurement, evaluation, award, or Contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party.

6.16. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any Goods or Services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

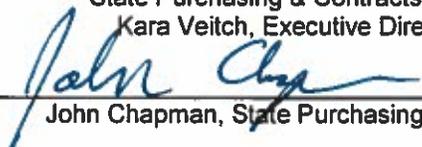
6.17. Contract Provisions for Orders Utilizing Federal Funds

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-

Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

THE PARTIES HERETO HAVE EXECUTED THIS MASTER AGREEMENT

*** Individual signing for Contractor hereby swears and affirms that they are authorized to act on Contractor's behalf and acknowledge that the Lead State is relying on their representations to that effect.**

<p>CONTRACTOR Konica Minolta Business Solutions U.S.A., Inc.</p> <p>By: Jack Dixon Title: Contracts Manager</p> <p>By: <u></u> Signature</p> <p>Date: August 1, 2019</p>	<p>STATE OF COLORADO Jared S. Polis, Governor Department of Personnel & Administration State Purchasing & Contracts Office Kara Veitch, Executive Director</p> <p>By: <u></u> John Chapman, State Purchasing Manager</p> <p>Date: <u>8/6/19</u></p>
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ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Master Agreement is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any Goods and/or Services provided hereunder.

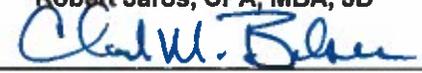
<p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: <u></u></p> <p>Date: <u>8/8/19</u></p>

EXHIBIT A, PRICE LISTS

Group A Price List (posted as separate file)
Group B Price List (posted as separate file)
Group C Price List (posted as separate file)
Group D Price List (posted as separate file)
Group E Price List (posted as separate file)
Group F Price List (posted as separate file)
MPS Price List (posted as separate file)
Software Price List (posted as separate file)
Accessories for Discontinued Base Units Price List (posted as separate file)

EXHIBIT B, SAMPLE D&A CERTIFICATE

**NASPO VALUEPOINT MASTER AGREEMENT NO. 140597
AND THE STATE OF Insert Name of Participating State PARTICIPATING
ADDENDUM NO.
WITH Konica Minolta Business Solutions U.S.A., Inc.**

To: Insert Name of Contractor or Authorized Dealer

Pursuant to the provisions of the Master Agreement and Participating Addendum, Purchasing Entity hereby certifies and warrants that (a) all Equipment described in the Order has been delivered and installed; (b) Purchasing Entity has inspected the Equipment, and all such testing as it deems necessary has been performed by Purchasing Entity and/or Contractor to the Satisfaction of Purchasing Entity; and (c) Purchasing Entity accepts the Equipment for all purposes of the Order.

Insert name of Purchasing Entity

By: _____

Title: _____

Date: _____

EXHIBIT C, AUTHORIZED DEALERS BY STATE

Konica Dealer List (posted as separate file)

EXHIBIT D, AUTHORIZED DEALER FORM

Manufacturer Name: _____

(Check one)

- The Dealer listed below is authorized to provide Products and Services in accordance with the NASPO ValuePoint Copiers and Managed Print Services Master Agreement.

- The Dealer listed below will no longer provide Products and Services under the NASPO ValuePoint Copiers and Managed Print Services Master Agreement for the following reason:

State(s) Serviced by Dealer:	
Dealer Name:	
Address:	
Phone (include Toll-Free, if available):	
Contact Person(s):	
Email Address:	
FEIN:	

Signed: _____
(Contractor Representative)

Date: _____

Signed: _____
(Authorized Dealer Representative)

Date: _____

(Print First and Last Name of Authorized Dealer Representative)

EXHIBIT E, NASPO VALUEPOINT DETAILED SALES REPORTING TEMPLATE



**NASPO ValuePoint
Detailed Sales Repo**

ATTACHMENT A, KONICA MASTER PREMIER ADVANTAGE AGREEMENT



For office use only (Check one): Branch Windsor

KONICA MINOLTA

Master Premier Advantage Agreement

APPLICATION NUMBER

AGREEMENT NUMBER

This Master Premier Advantage Agreement ("Agreement") is written in "Plain English". The words you and your, refer to the customer (and its guarantors). The words Lessor, we, us and our, refer to Konica Minolta Premier Finance, a program of Konica Minolta Business Solutions U.S.A., Inc., its subsidiaries and affiliates. (Supplier)

CUSTOMER INFORMATION

FULL LEGAL NAME			STREET ADDRESS	
CITY	STATE	ZIP	PHONE*	FAX
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
CITY	STATE	ZIP	E-MAIL	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				

*By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, pre-recorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Lessor and its affiliates and agents. This Express Consent applies to each such telephone number that you provide to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

CUSTOMER ONE GUARANTEE

The Konica Minolta equipment leased in this Agreement is covered under Konica Minolta's Customer One Guarantee. A copy of the Guarantee can be obtained at your local branch or www.kmbs.konicaminolta.us.



TERMS AND CONDITIONS (THIS AGREEMENT CONTAINS PROVISIONS SET FORTH BELOW, ALL OF WHICH ARE MADE A PART OF THIS AGREEMENT)

1. LEASE AGREEMENT
1. LEASE AGREEMENT You agree to lease from us the personal property as identified in Schedules to this Master Premier Lease Agreement from time to time signed by you and us (such property and any upgrades, replacements, repairs and additions referred to as "Equipment") for business purposes only. You may issue Purchase Orders that incorporate by reference, this Master Premier Lease Agreement and the related Non Appropriation Rider and if so incorporated by reference, each such Purchase Order will constitute a Schedule for the purposes of this Master Premier Lease Agreement. Each Schedule is a separate assignable lease. To the extent the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such property shall be referred to as the "Software". You agree to all of the terms and conditions contained in this Agreement and any Schedule, which, along with the terms and conditions in the Master Agreement and Participating Addendum are a complete statement of our Agreement regarding the listed equipment ("Agreement"). This Agreement may be modified only by written Agreement and not by course of performance. This Agreement becomes valid upon execution by or for us. The Equipment is deemed accepted by you under the applicable Schedule unless you notify us within five (5) days of delivery that you do not accept the Equipment and specify the defect or malfunction. In that event, at our sole option, we or our designee will replace the defective item of Equipment or this Agreement will be canceled and we or our designee will repossess the Equipment. You agree that, upon our request, you will sign and deliver to us, a delivery and acceptance certificate confirming your acceptance of the Equipment leased to you. This Agreement will continue from the Billing Date for the Term shown. Any extension or renewal of the Term will be in accordance with the Term extension and renewal terms and conditions of the NASPO ValuePoint (lead by the State of CO) Contract Number 140597 as modified by that certain Participating Addendum between you and Konica Minolta Business Solutions U.S.A., Inc. THE BASE RENTAL PAYMENT SHALL BE ADJUSTED PROPORTIONATELY UPWARD OR DOWNWARD, IF THE ACTUAL COST OF THE EQUIPMENT EXCEEDS OR IS LESS THAN THE ESTIMATE PROVIDED TO LESSEE. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You authorize us to insert or correct missing information on this lease including your proper legal name, serial numbers, other numbers describing the Equipment and other omitted factual matters, providing they do not contradict the language in the Master Agreement or Participating Addendum. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignee or third parties having an economic interest in this Agreement, any Schedule or the Equipment.

2. RENT. Rent will be payable in installments, each in the amount of the Monthly Payment (or other periodic payment) shown plus any applicable sales and/or use tax. If we pay any tax on your behalf, you agree to reimburse us promptly along with a processing fee. Subsequent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period or as otherwise agreed. We will have the right to apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. Your obligation to make all Monthly Payments (or other periodic payment) hereunder is absolute and unconditional and you cannot withhold or offset against any Monthly Payments (or other periodic payment) for any reason. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships) direct debit or wire only. You also agree cash and cash equivalents are not acceptable forms of payment for this Agreement and that you will not remit such forms of payment to us. WE BOTH INTEND TO COMPLY WITH ALL APPLICABLE LAWS IF IT IS DETERMINED THAT YOUR PAYMENTS UNDER THIS AGREEMENT OR UNDER A SCHEDULE RESULT IN AN INTEREST PAYMENT HIGHER THAN ALLOWED BY APPLICABLE LAW, THEN ANY EXCESS INTEREST COLLECTED WILL BE APPLIED TO AMOUNTS THAT ARE LAWFULLY DUE AND OWING UNDER THIS AGREEMENT OR WILL BE REFUNDED TO YOU. IN NO EVENT WILL YOU BE REQUIRED TO PAY ANY AMOUNTS IN EXCESS OF THE LEGAL AMOUNT.

(Continued on back)

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT: THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

LESSOR ACCEPTANCE

Konica Minolta Premier Finance

LESSOR

AUTHORIZED SIGNER

TITLE

DATED

CUSTOMER ACCEPTANCE

X

FULL LEGAL NAME OF CUSTOMER (as referenced above)

AUTHORIZED SIGNER

DATED

FEDERAL TAX ID #

PRINT NAME

TITLE

To help the Government fight the funding of terrorism and money laundering activities, Federal Law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means is, when you open an account, we will ask for your name, address and other information that will allow us to identify you. We may also ask to see identifying documents.

See reverse side for additional terms and conditions

KMPF0007 - US 09/17/18

3. MAINTENANCE AND SUPPLIES The charges established by this Agreement include payment for the use of the designated Equipment and accessories, maintenance by Supplier including inspection, adjustment, parts replacement, drums and cleaning material required for the proper operation, as well as toner, developer, copy cartridges and pm kits. All supplies are the property of Supplier until used. If your use of supplies exceeds the typical use pattern (as determined solely by Supplier) for these items by more than 10% or should Supplier, in its sole discretion, determine that Supplies are being abused in any fashion, you agree to pay for such improper or excess use. Paper must be separately purchased by you. A page is defined as one meter cick and varies by page size as follows: 8.5"x11" = 1 cick, 11"x17" = 2 clicks. You agree to provide Supplier free and clear access to the equipment and Supplier will provide labor or routine, remedial and preventive maintenance services as well as remedial parts. All part replacements shall be on an exchange basis with new or refurbished items. Emergency service calls will be performed at no extra charge during normal business hours (defined as 8:00am to 5:00pm, Monday through Friday, exclusive of holidays observed by Supplier). Overtime charges, at contract rates, will be charged for all service calls outside normal business hours. Supplier will not be obligated to provide service or repairs in the event of misuse or casualty and will charge you separately if such repairs are made. If necessary, the service and supply portion of this Agreement may be assigned. You acknowledge that (a) the Supplier (and not Lessor or its assignees) is the sole party responsible for any service, repair or maintenance of the Equipment and (b) the Supplier (not Lessor or its assignees) is the party to any service maintenance agreement.

4. OWNERSHIP OF EQUIPMENT We are the Owner of the Equipment and have sole title (unless you have a \$1.00 purchase option) to the Equipment (excluding software). You agree to keep the equipment free and clear of all liens and claims.

5. WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABILITY. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS". You acknowledge that none of Supplier or their representatives are our agents and none of them are authorized to modify the terms of this Agreement or any Schedule. No representation or warranty of Supplier with respect to the Equipment will bind us, nor will any breach thereof relieve you of any of your obligations hereunder. You are aware of the name of the manufacturer or supplier of each item of Equipment and you will contact the manufacturer or supplier for a description of your warranty rights. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, the manufacturer or Supplier of the Equipment. THIS AGREEMENT AND EACH SCHEDULE CONSTITUTES A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE. You agree that the Customer One Guarantee is a separate and independent obligation of Supplier to you, that no assignee of the Lessor shall have any obligation to you with respect to the Guarantee and that your obligations under this Agreement are not subject to setoff, withholding, reduction, counterclaim or defense for any reason whatsoever including, without limitation, any claim you may have against Supplier with respect to the Customer One Guarantee.

6. LOCATION OF EQUIPMENT: You will keep and use the Equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the Agreement's term, if you do not purchase the Equipment, you will make the Equipment available for pick up, in retail resalable condition (normal wear and tear acceptable), full working order, and in complete repair.

7. LOSS OR DAMAGE: You are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid Monthly Payments (or other periodic payments shown) for the full Agreement term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at four percent (4%) per year. Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney in fact to execute in your name any insurance drafts or checks issued due to loss or damage to the Equipment.

8. INDEMNITY We are not responsible for any loss or injuries caused by the installation or use of the Equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury or death caused by the Equipment. We reserve the right to control the defense and to select or approve defense counsel. This indemnity survives the expiration or termination of this Agreement.

9. TAXES AND FEES

You agree to pay when invoiced all sales and/or use taxes and fees relating to this Agreement or the Equipment unless a valid exemption certificate is supplied. We will file all tax returns. We reserve the right to charge a fee upon termination of this Agreement either by trade-up, buy-out or default. Any fee charged under this Agreement may include a profit and is subject to applicable sales and/or taxes.

10. ASSIGNMENT YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT. You agree that if we sell, assign, or transfer this Agreement and/or the Equipment, the new lessor will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of the new Lessor will not be subject to any claims, defenses, or set offs that you may have against the Supplier. The cost of any Equipment, Software, services and other elements of this Agreement has been negotiated between you and the Supplier. None of Lessor's assignees will independently verify any such costs. Lessor's assignees will be providing funding based on the payment you have negotiated with Supplier. You are responsible for determining your accounting treatment of the appropriate tax, legal, financial and accounting components of this Agreement.

11. DEFAULT AND REMEDIES

a) If you do not pay any lease payment or other sum due to us within forty-five (45) days of when due or other party when due or (b) if you break any of your promises in the Agreement or any other Agreement with us or (c) if you, or any guarantor of your obligations become insolvent or commence bankruptcy or receivership proceedings or have such proceedings commenced against you, you will be in default. If any part of a payment is more than three (3) days late, you agree to pay a late charge of one percent (1%) of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may do any one or all of the following: (a) instruct Supplier to withhold service, parts and supplies and / or void the Customer One Guarantee, (b) terminate or cancel this Agreement and/or any and all Schedules and you agree to compensate us, not as a penalty, by paying the sum of, (i) all past due and current Monthly Payments (or other periodic payments) and charges due under this Agreement and any Schedule, (ii) the present value of all remaining Monthly Payments (or other periodic payments) and charges for the remainder of the term of such Schedule, discounted at the rate of four percent (4%) per annum (or the lowest rate permitted by law, whichever is higher), and (iii) the present value (at the same discount rate as specified in clause (ii) above) of the amount of any purchase option with respect to the Equipment or, if none is specified, our anticipated value of the Equipment at the end of the initial term of such Schedule (or any renewal thereof); and (c) require you to return the Equipment to us to a location designated by us (and with respect to any Software, (i) immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (ii) demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale, and/or (iii) cause the Software supplier to terminate the Software license, support and other services under the Software license). We may recover interest on any unpaid balance at the rate of four percent (4%) per annum but in no event more than the lawful maximum rate. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of Lessor or its Assignee or any other law. You agree to pay our reasonable costs of collection and enforcement, including but not limited to attorney's fees and actual court costs relating to any claim arising under this Agreement including, but not limited to, any legal action or referral for collection. If we have to take possession of the Equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed Equipment will be credited against what you owe us. **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY REASON WHATSOEVER.** You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. All of our rights are cumulative. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive lessee's rights under Article 2A (508-522) of the UCC.

12. UCC FILINGS You grant us a security interest in the Equipment if this Agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument in order to show our interest in the Equipment.

13. CONSENT TO LAW, JURISDICTION, AND VENUE This Agreement shall be deemed fully executed and performed in the state of Lessor or its Assignee's principal place of business and shall be governed by and construed in accordance with its laws. If the Lessor or its Assignee shall bring any judicial proceeding in relation to any matter arising under the Agreement, the Customer irrevocably agrees that any such matter may be adjudged or determined in any court or courts in the state of the Lessor or its Assignee's principal place of business, or in any court or courts in Customer's state of residence, or in any other court having jurisdiction over the Customer or assets of the Customer, all at the sole election of the Lessor. The Customer hereby irrevocably submits generally and unconditionally to the jurisdiction of any such court so elected by Lessor in relation to such matters. **BOTH PARTIES WAIVE TRIAL BY JURY IN ANY ACTION BETWEEN US.**

14. LESSEE GUARANTEE. You agree, upon our request, to submit the original of this Agreement and any schedules to the Lessor via overnight courier the same day of the facsimile or other electronic transmission of the signed Agreement and such schedules. Both parties agree that this Agreement and any schedules signed by you, whether manually or electronically, and submitted to us by facsimile or other electronic transmission shall, upon execution by us (manually or electronically, as applicable), be binding upon the parties. This lease may be executed in counterparts and any facsimile, photographic and/or other electronic transmission of this lease which has been manually or electronically signed by you when manually or electronically countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes (including any enforcement action under paragraph 12) and will be admissible as legal evidence thereof. Both parties waive the right to challenge in court the authenticity of a faxed, photographic, or other electronically transmitted or electronically signed copy of this Agreement and any schedule.

15. OVERAGES AND COST ADJUSTMENTS: You agree to comply with any billing procedures designated by us, including notifying us of the meter reading on the Billing Date. If meter readings are not received, we reserve the right to estimate your usage and bill you for that amount. We may bill you a per page charge for all pages produced between the date of your final invoice and the date when you satisfy your obligations under this Agreement and either purchase or return the equipment to us.

16. COMPUTER SOFTWARE Notwithstanding any other terms and conditions of this Agreement, you agree that as to software only: a) We have not had, do not have, nor will we have any title to such software, b) You have executed or will execute a separate software license Agreement and we are not a party to and have no responsibilities whatsoever in regards to such license Agreement, c) You have selected such software and as per Agreement paragraph 5. **WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR DEFECTIVE NATURE OF SUCH SOFTWARE, SYSTEMS INTEGRATION, OR OTHERWISE IN REGARDS TO SUCH SOFTWARE. CUSTOMER'S LEASE PAYMENTS AND OTHER OBLIGATIONS UNDER THIS LEASE AGREEMENT SHALL IN NO WAY BE DIMINISHED ON ACCOUNT OF OR IN ANY WAY RELATED TO THE ABOVE SAID SOFTWARE LICENSE AGREEMENT OF FAILURE IN ANY WAY OF THE SOFTWARE.**

ATTACHMENT C, KONICA MASTER PREMIER LEASE AGREEMENT



For office use only (Check one): Windsor Dealer



KONICA MINOLTA

Master Premier Lease Agreement

APPLICATION NUMBER

AGREEMENT NUMBER

This Master Premier Lease Agreement ("Agreement") is written in "Plain English". The words you and your, refer to the customer (and its guarantors) The words Lessor, we, us and our, refer to Konica Minolta Premier Finance, a program of Konica Minolta Business Solutions U.S.A., Inc., its subsidiaries and affiliates. (Supplier)

CUSTOMER INFORMATION

FULL LEGAL NAME		STREET ADDRESS		
CITY	STATE	ZIP	PHONE*	FAX
BILLING NAME (IF DIFFERENT FROM ABOVE)		BILLING STREET ADDRESS		
CITY	STATE	ZIP	E-MAIL	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				

*By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, pre-recorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Lessor and its affiliates and agents. This Express Consent applies to each such telephone number that you provide to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

SUPPLIER INFORMATION

NAME OF SUPPLIER		STREET ADDRESS		
CITY	STATE	ZIP	PHONE	FAX

TERMS AND CONDITIONS (THIS AGREEMENT CONTAINS PROVISIONS SET FORTH BELOW, ALL OF WHICH ARE MADE A PART OF THIS AGREEMENT)

1. LEASE AGREEMENT. You agree to lease from us the personal property as identified in Schedules to this Master Premier Lease Agreement from time to time signed by you and us (such property and any upgrades, replacements, repairs and additions referred to as "Equipment") for business purposes only. You may issue Purchase Orders that incorporate by reference, this Master Premier Lease Agreement and the related Non Appropriation Rider and if so incorporated by reference, each such Purchase Order will constitute a Schedule for the purposes of this Master Premier Lease Agreement. Each Schedule is a separate assignable lease. To the extent the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such property shall be referred to as the "Software". You agree to all of the terms and conditions contained in this Agreement and any Schedule, which, along with the terms and conditions in the Master Agreement and Participating Addendum are a complete statement of our Agreement regarding the listed equipment ("Agreement"). This Agreement may be modified only by written Agreement and not by course of performance. This Agreement becomes valid upon execution by or for us. The Equipment is deemed accepted by you under the applicable Schedule unless you notify us within five (5) days of delivery that you do not accept the Equipment and specify the defect or malfunction. In that event, at our sole option, we or our designee will replace the defective item of Equipment or this Agreement will be canceled and we or our designee will repossess the Equipment. You agree that, upon our request, you will sign and deliver to us, a delivery and acceptance certificate confirming your acceptance of the Equipment leased to you. This Agreement will continue from the Billing Date for the Term shown. Any extension or renewal of the Term will be in accordance with the Term extension and renewal terms and conditions of the NASPO ValuePoint (lead by the State of CO) Contract Number 140567 as modified by that certain Participating Addendum between you and Konica Minolta Business Solutions U.S.A., Inc. THE BASE RENTAL PAYMENT SHALL BE ADJUSTED PROPORTIONATELY UPWARD OR DOWNWARD, IF THE ACTUAL COST OF THE EQUIPMENT EXCEEDS OR IS LESS THAN THE ESTIMATE PROVIDED TO LESSEE. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You authorize us to insert or correct missing information on this lease including your proper legal name, serial numbers, other numbers describing the Equipment and other omitted factual matters, providing they do not contradict the language in the Master Agreement or Participating Addendum. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history to our assignee or third parties having an economic interest in this Agreement, any Schedule or the Equipment.

2. RENT. Rent will be payable in installments, each in the amount of the Monthly Payment (or other periodic payment) shown plus any applicable sales and/or use tax. If we pay any tax on your behalf, you agree to reimburse us promptly along with a processing fee. Subsequent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period or as otherwise agreed. We will have the right to apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. Your obligation to make all Monthly Payments (or other periodic payment) hereunder is absolute and unconditional and you cannot withhold or offset against any Monthly Payments (or other periodic payment) for any reason. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree cash and cash equivalents are not acceptable forms of payment for this Agreement and that you will not remit such forms of payment to us. WE BOTH INTEND TO COMPLY WITH ALL APPLICABLE LAWS. IF IT IS DETERMINED THAT YOUR PAYMENTS UNDER THIS AGREEMENT OR UNDER A SCHEDULE RESULT IN AN INTEREST PAYMENT HIGHER THAN ALLOWED BY APPLICABLE LAW, THEN ANY EXCESS INTEREST COLLECTED WILL BE APPLIED TO AMOUNTS THAT ARE LAWFULLY DUE AND OWING UNDER THIS AGREEMENT OR WILL BE REFUNDED TO YOU. IN NO EVENT WILL YOU BE REQUIRED TO PAY ANY AMOUNTS IN EXCESS OF THE LEGAL AMOUNT.

(Continued on back)

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT: THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

LESSOR ACCEPTANCE

Konica Minolta Premier Finance			
LESSOR	AUTHORIZED SIGNER	TITLE	DATED

CUSTOMER ACCEPTANCE

	X		
FULL LEGAL NAME OF CUSTOMER (as referenced above)	AUTHORIZED SIGNER	TITLE	DATED
FEDERAL TAX I.D.#	PRINT NAME	TITLE	

To help the Government fight the funding of terrorism and money laundering activities, Federal Law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means is, when you open an account, we will ask for your name, address and other information that will allow us to identify you. We may also ask to see identifying documents. See reverse side for additional terms and conditions.

KMPF – NASPO ValuePoint – US 06/11/14

3. OWNERSHIP OF EQUIPMENT: We are the Owner of the Equipment and have sole title (unless you have a \$100 purchase option) to the Equipment (excluding software). You agree to keep the Equipment free and clear of all liens and claims.

4. WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABILITY. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS". You acknowledge that none of Supplier or their representatives are our agents and none of them are authorized to modify the terms of this Agreement or any Schedule. No representation or warranty of Supplier with respect to the Equipment will bind us, nor will any breach thereof relieve you of any of your obligations hereunder. You are aware of the name of the manufacturer or supplier of each item of Equipment and you will contact the manufacturer or supplier for a description of your warranty rights. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, the manufacturer or Supplier of the Equipment. THIS AGREEMENT AND EACH SCHEDULE CONSTITUTES A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE. You agree that any manufacturer or Supplier warranty is a separate and independent obligation of Supplier to you, that no assignee of the Lessor shall have any obligation to you with respect to such warranty and that your obligations under this Agreement are not subject to setoff, withholding, reduction, counterclaim or defense for any reason whatsoever including, without limitation, any claim you may have against Supplier.

5. LOCATION OF EQUIPMENT: You will keep and use the Equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the Agreement's term, if you do not purchase the Equipment, you will make the Equipment available for pick up, in retail resalable condition (normal wear and tear acceptable), full working order, and in complete repair.

6. LOSS OR DAMAGE: You are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid Monthly Payments (or other periodic payments shown) for the full Agreement term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at four percent (4%) per year. Any proceeds of insurance will be paid to us and credited at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney in fact to execute in your name any insurance drafts or checks issued due to loss or damage to the Equipment.

7. COLLATERAL PROTECTION AND INSURANCE: You are responsible for keeping the Equipment in good working order. Except for ordinary wear and tear, you are responsible for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, you agree to continue to pay the amounts due and to become due hereunder without setoff or defense. You agree to cooperate with us and any insurer in the placement of any coverage and claims thereunder.

8. INDEMNITY: We are not responsible for any loss or injuries caused by the installation or use of the Equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury caused by the Equipment. We reserve the right to control the defense and to select or approve defense counsel. This indemnity survives the expiration or termination of this Agreement.

9. TAXES AND FEES: You agree to pay when invoiced all sales and/or use taxes and fees relating to this Agreement or the Equipment unless a valid exemption certificate is supplied. We will file all tax returns. We reserve the right to charge a fee upon termination of this Agreement either by trade-up, buy-out or default. Any fee charged under this Agreement may include a profit and is subject to applicable sales and/or taxes.

10. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT. We may sell, assign, or transfer this Agreement and/or the Equipment with notice. You agree that if we sell, assign, or transfer this Agreement and/or the Equipment, the new Lessor will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of the new Lessor will not be subject to any claims, defenses, or set offs that you may have against the Supplier, whether or not you are notified of such assignment. The cost of any Equipment, Software, services and other elements of this Agreement has been negotiated between you and the Supplier. None of Lessor's assignees will independently verify any such costs. Lessor's assignees will be providing funding based on the payment you have negotiated with Supplier. You are responsible for determining your accounting treatment of the appropriate tax, legal, financial and accounting components of this Agreement.

11. DEFAULT AND REMEDIES: (a) If you do not pay any lease payment or other sum due to us within forty-five (45) days of when due or other party when due or (b) if you break any of your promises in the Agreement or any other Agreement with us or (c) if you, or any guarantor of your obligations become insolvent or commence bankruptcy or receivership proceedings or have such proceedings commenced against you, you will be in default. If any part of a payment is more than three (3) days late, you agree to pay a late charge of one percent (1%) of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may do any one or all of the following: (a) instruct Supplier to withhold service, parts and supplies and / or void the Customer One Guarantee; (b) terminate or cancel this Agreement and/or any and all Schedules and you agree to compensate us, not as a penalty, by paying: the sum of: (i) all past due and current Monthly Payments (or other periodic payments) and charges due under this Agreement and any Schedule, (ii) the present value of all remaining Monthly Payments (or other periodic payments) and charges for the remainder of the term of such Schedule, discounted at the rate of four percent (4%) per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the present value (at the same discount rate as specified in clause (i) above) of the amount of any purchase option with respect to the Equipment or, if none is specified, our anticipated value of the Equipment at the end of the initial term of such Schedule (or any renewal thereof); and (c) require you to return the Equipment to us to a location designated by us (and with respect to any Software, (i) immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software, (ii) demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; and/or (iii) cause the Software supplier to terminate the Software license, support and other services available to us under Article 2A of the Uniform Commercial Code as enacted in the State of Lessor or its Assignee or any other law. You agree to pay our reasonable costs of collection and enforcement, including but not limited to attorney's fees and actual court costs relating to any claim arising under this Agreement including, but not limited to, any legal action or referral for collection. If we have to take possession of the Equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed Equipment will be credited against what you owe us. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL INDIRECT OR INCIDENTAL DAMAGES FOR ANY REASON WHATSOEVER. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. All of our rights are cumulative. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive lessee's rights under Article 2A (508-522) of the UCC.

12. UCC FILINGS: You grant us a security interest in the Equipment if this Agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument in order to show our interest in the Equipment.

13. CONSENT TO LAW, JURISDICTION, AND VENUE: This Agreement shall be deemed fully executed and performed in the state of Lessor or its Assignee's principal place of business and shall be governed by and construed in accordance with its laws. If the Lessor or its Assignee shall bring any judicial proceeding in relation to any matter arising under the Agreement, the Customer irrevocably agrees that any such matter may be adjudged or determined in any court or courts in the state of the Lessor or its Assignee's principal place of business, or in any court or courts in Customer's state of residence, or in any other court having jurisdiction over the Customer or assets of the Customer, all at the sole election of the Lessor. The Customer hereby irrevocably submits generally and unconditionally to the jurisdiction of any such court so elected by Lessor in relation to such matters. BOTH PARTIES WAIVE TRIAL BY JURY IN ANY ACTION BETWEEN US.

14. LESSEE GUARANTEE: You agree, upon our request, to submit the original of this Agreement and any schedules to the Lessor via overnight courier the same day of the facsimile or other electronic transmission of the signed Agreement and such schedules. Both parties agree that this Agreement and any schedules signed and submitted to us by facsimile or other electronic transmission shall, upon execution by us (manually or electronically, as applicable), be binding upon the parties. You waive the right to challenge in court the authenticity of a faxed or other electronically-transmitted signed copy of this Agreement and any schedule and agree that the faxed or other electronically-transmitted copy containing your faxed or other electronically-transmitted signature and our manual or electronic signature shall be considered the sole original for all purposes, including without limitation, any enforcement action under paragraph 11.

15. COMPUTER SOFTWARE: Notwithstanding any other terms and conditions of this Agreement, you agree that as to Software only: a) We have not had, do not have, nor will have any title to such Software b) You have executed or will execute a separate software license Agreement and we are not a party to and have no responsibilities whatsoever in regards to such license Agreement, c) You have selected such Software and as per Agreement paragraph 4, WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR DEFECTIVE NATURE OF SUCH SOFTWARE, SYSTEMS INTEGRATION, OR OTHERWISE IN REGARDS TO SUCH SOFTWARE. CUSTOMER'S LEASE PAYMENTS AND OTHER OBLIGATIONS UNDER THIS LEASE AGREEMENT SHALL IN NO WAY BE DIMINISHED ON ACCOUNT OF OR IN ANY WAY RELATED TO THE ABOVE SAID SOFTWARE LICENSE AGREEMENT OF FAILURE IN ANY WAY OF THE SOFTWARE.

ATTACHMENT E, KONICA STANDARD MAINTENANCE TERMS AND CONDITIONS – SCHEDULE A

The following terms and conditions apply to the provision of services by Konica Minolta Business Solutions U.S.A., Inc. (KMBS) to the Customer during the term of this Agreement.

Equipment Services

100. Service Coverage Hours: Standard services under this Agreement are provided during normal business hours 8am-5pm, Monday through Friday, exclusive of core National holidays observed by KMBS.

101. Extended Coverage Services: Extended coverage services outside of standard coverage hours may be available on a per-event charge or fixed monthly premium.

102. Equipment Services: Equipment services provided under this Agreement include labor and parts required to maintain covered Equipment in a normal operating condition as set forth in the equipment specifications detailed on <http://kmbs.konicaminolta.us>.

103. Preventative Maintenance: Preventive maintenance shall be performed as needed to ensure optimal operation of Equipment. This includes component replacement, adjustments and cleaning. End-user maintenance as defined in the Equipment's user guide is not covered.

104. Disclaimer: Repairs and/or services that fall outside the scope of this Agreement may be billed at the rates outlined in the Master Agreement, with prior authorization. This includes but is not limited to abuse/misuse, alteration or modification, 3rd party interference, use of non-standard supplies, usage beyond recommended operating parameters, theft, neglect, fire, water, casualty or other natural force. Failure to authorize repair and/or services may result in suspension or termination of this Agreement.

105. Site Environment: Customer shall be responsible to ensure that Equipment is placed in a location that meets manufacturer's requirements (available on the KMBS website) including space, power, network, temperature and humidity. Electrical power must meet voltage, amperage and electrical noise level requirements. KMBS personnel will be granted reasonable and safe access to perform services when required.

106. Prerequisite to service: For Equipment not previously under a continuous maintenance agreement, KMBS may need to confirm the Equipment is in good working condition before the start of this Agreement. Remedial service may be required to bring the Equipment to proper operating standards and the labor and parts associated will be billed at the Master Agreement rates. A quote will be provided for Customer approval before work begins.

107. Relocation and Move Preparation: When requested, relocation services will be performed and

billed at contract rates. Coverage at the new location is subject to service availability and acceptance by KMBS.

108. Initial Installation: Physical installation, removal of packing material and initial setup of Equipment will be performed by KMBS using default configuration settings at the location specified by Customer. Application of custom settings can be requested prior to installation. KMBS reserves the right to assess additional charges depending upon the extent of custom setup requirements.

109. Service Replacement: KMBS reserves the right to replace a device, at no additional cost to Customer, with a comparable unit when repair of the original device is not practical or economically feasible.

110. Color Calibration and Management: Routine and periodic color calibration and management of production color print profiles is not covered by this Agreement.

111. Additional Customer Requested Services: Customer may request services be performed that are outside the scope of this Agreement. Such services will not be covered under the Master Agreement, and shall be quoted and performed at agreed upon rates.

Supplies and Consumables

200. Consumable Supplies: If a supplies inclusive option is selected, KMBS will provide toner for covered Equipment on an as needed basis. Consumable supplies do not include staples (unless selected) or paper. Wide format equipment may have other coverage options and/or exclusions. The consumable supplies provided are the property of KMBS until they are consumed and are intended to be used exclusively in the covered Equipment. Customer bears the risk of loss of unused supplies in the event of theft, employee misconduct, fire or other mishap.

201. Expected Yield: Pricing under this Agreement is based on published and commercially reasonable expectations of supply and consumables consumption. At its discretion, KMBS may perform an audit of supply/consumables consumption and Equipment usage data to determine consumption levels. In the event the actual consumption levels exceed the levels used to determine contract pricing by more than 20%, KMBS shall have the right to invoice for the excess consumption.

202. Supply Source: Genuine Konica Minolta supplies will be used under this Agreement for Konica Minolta Equipment. For non-Konica Minolta products KMBS will provide fully compatible toner and print cartridges for use in covered Equipment.

203. Auto Supply Delivery: If services are provided as part of a managed services agreement, KMBS requires a designated Customer contact(s) to confirm supply shipments via email and maintain delivery address information via MyKMBS.com or other agreed methodology.

Software and Solutions

300. Licenses: KMBS hereby grants the Customer the non-exclusive, non-transferable right to install, and use the software, updates, upgrades and patches included in this Agreement, provided the Agreement is in effect.

301. License Reactivation: Customer is responsible to safeguard software license keys. KMBS may charge a reactivation fee in the event license keys need to be regenerated.

302. Site Environment: Customer shall be responsible to insure that software is installed in an environment that meets manufacturer's requirements including operation system level, disk space, power, network, temperature and humidity.

303. Data Backups and restoration: Customer is responsible to manage server data backups. KMBS recommends adherence to industry best practices for backup procedures. In the event of a catastrophic data loss, the Customer is expected to restore the environment and data to prior state.

304. Access: Customer shall provide KMBS personnel with access to the servers and/or Equipment where the software is installed. Customer shall arrange and ensure that one of its employees or designated agents are present at all times when KMBS is performing maintenance and support services.

305. Solutions warranty: KMBS makes no warranty regarding the fitness of software that may or may not have been executed in conjunction with this Agreement for any particular use. If any 3rd party software or services are included at the time of sale, those warranties would be covered under the 3rd party end user license agreement or the master agreement between the 3rd party and KMBS.

306. Solution Integration: Solution integration with print output devices covered under this or another agreement may be affected by existing Customer software, configuration changes or other network environment issues. KMBS reserves the right to assess additional charges to resolve complex integration issues, including situations where the solution was initially provided by KMBS.

307. Term: Coverage for both level 0 (Software maintenance) and level 1 (Helpdesk support) begin at time of installation of software at Customer's location. Level 1 support is only available when level 0 supports are in effect.

Software Maintenance (Level 0) and Helpdesk (Level 1)

400. Software Maintenance (Level 0): If this option is selected, the Customer is entitled support as defined in the 'Patches and Updates' sections.

401. Patches and Updates: Customer is eligible to receive periodic maintenance patches, hot-fixes and updates for licensed software covered under maintenance. Excluded are full version upgrades (i.e. v1.2 to v2.0) and the installation services required to install patches, hot-fixes and updates.

402. Access to patches and updates: Customer will be provided access to a website operated by KMBS or 3rd party supplier where patches and updates are accessible for download.

403. Start of service: Start of service rules may vary by OEM, software activation is expected within 30 days of purchase or install whichever comes first.

404. Current version: Customer is required to keep software and OS at the latest recommended version levels. Failure to perform recommended updates may result in suspension and/or termination of services under this Agreement.

405. Solutions Helpdesk Support (Level 1): If this option is selected, expert helpdesk support is available to the Customer to assist with covered software solutions including, PageScope Enterprise, Print Groove, Dispatcher Pro and select 3rd party solutions. Included are helpdesk services related to end-user support, baseline workflows, features and administrative functions involved in the operation of the software and workflows. Customer participation is required for remote and/or on-site support.

Professional Services, Solutions and Network

500. Initial Assessment: Customer agrees to provide or assist in gathering network configuration details needed by KMBS to perform contracted services.

501. Basic Network Services (BNS): BNS, where offered, covers common network integration in a MS Windows™ centric environment with typical network schema and print/scanning requirements. KMBS reserves the right to assess additional fees depending on the extent of the network integration requirements needed.

502. Technical Pilot: When required Customer agrees to participate in a technical pilot where software installation, configuration, use cases and integration requirements are determined. Customer also agrees to participate in testing of the system(s).

503. Solution Baseline: Solution baseline is defined as the operating level and configurations agreed to by Customer and KMBS upon completion of the technical pilot and testing.

504. Enhancements: Enhancements and professional services beyond the baseline capabilities of the solution are available at an additional charge.

505. Digital Connected Support: Unless this option has been declined, expert helpdesk support is available to the Customer to assist with issues associated with device connectivity to network, printing from desktop applications, graphics application, scanning and support on many other digital machine functions. Configuration updates that are the result of changes to the Customer network environment are not included.

506. Customer Data: KMBS shall not be liable for any claims, damages and cost relating to loss of data or disclosure of data due to acts or omissions of Customer or its employees, end-user errors or release of administrator password.

507. Hard Drive Security: If 'bizhub SECURE' or a comparable option has been ordered, KMBS will provide advanced security services. These services include real-time, hard-drive encryption (level 2 encryption – comparable to Department of Defense standards and US Air Force standards) and document data security through disk over-write as well as user mailbox data deletion, HDD encryption, HDD lock and administrative password (according to Customer policy). KMBS Standard Maintenance Terms and Conditions - Schedule A

508. Professional Services Projects: When requested by the Customer, KMBS can provide professional services associated with the enhancement of the Customer's printing, network connectivity, end of life hard drive disposal, fleet management, user experience, production management, job tracking and document environment. Such projects will be quoted and upon approval, performed and billed at the Master Agreement rates.

509. Basic Production Services (BPS): Complex products are offered with comprehensive end-user training (BPS). The training is crucial to proper equipment operation and to ensure the Customer achieves satisfactory output. Service related to operator deficiency will be performed and billed at Master Agreement rates. Additional end user training when requested can be provided and will be billed at the Master Agreement rates.

Meter and related

600. Meter Readings: Customer agrees to provide KMBS with a timely meter reading prior to the end of the billing period to be used to generate maintenance invoices. Should the Customer fail to provide KMBS with timely meter reads KMBS reserves the right to estimate meter readings. Repetitive failure of Customer to provide timely and accurate meter readings may result in the conversion of associated Equipment to flat monthly fee billing.

601. Definition of a Print: Each 8.5"x11" image generated by the covered Equipment is considered a 'print'. Larger paper sizes result in images that are a

multiple of a single print based on length (17" = 2 prints, 27" = 3 prints, 36" = 4 prints and over 36" = 5 prints). For 'wide format' equipment, one square foot of output equals one print. Duplex images count as twice the rate of simplex prints.

602. Electronic Meter Collection: KMBS offers vCare and other network based machine data collection methods for Customer convenience, billing accuracy and to enhance service effectiveness. Unless specifically directed otherwise, KMBS will enable vCare or network monitoring on capable Equipment. Should Customer opt-out of utilizing vCare, KMBS reserves the right to assess an incremental invoicing fee not to exceed twenty-five dollars (\$25) per invoice

603. Feet Device Monitoring: If the Customer agrees to allow KMBS to install and maintain server based software to monitor the printing devices on the Customer network, and the monitoring software cannot reliably operate in the Customer's environment for any reason, KMBS reserves the right to suspend or terminate services under this Agreement.

Maintenance

700. Aggregate Meter Billing: Increases in the maintenance and base usage charges for contracts with aggregate meter billing will occur at the annual anniversary of the initial establishment of the usage pool.

701. Auto Add of Equipment: Where the use of 'Fleet Device Monitoring' as part of a managed print program has been agreed to, it will be used to detect new devices and add such devices to this Agreement based on Master Agreement pricing. The added device(s) will be covered under the terms of this Agreement. The Customer will be notified via email and may reject the addition of the device(s) by contacting KMBS.

Payment and Termination

800. Terms of Payments: Payments are due 30 days from the invoice date. Customer shall be responsible to pay all applicable sales, use, personal property or other taxes when due. NO CASH PAYMENTS ACCEPTED. Accepted manners of payment are by major credit card, check made payable to KMBS, or ACH transfer.

801. Default: Should Customer violate any aspect of this Agreement including payment obligations, or in the event Customer is insolvent and/or declares bankruptcy, KMBS may suspend or terminate any or all portions of this Agreement and may enter the Customer's premises to recover property or equipment owned by KMBS.

802. Termination: During the term of this Agreement or any renewal thereof, the Customer or KMBS may provide the other party 30-day written notice of cancellation or intention not to renew with or without cause.

900. Entire Agreement: This is the entire agreement between Customer and KMBS on the subject matter hereof and supersedes any proposal or prior agreement, oral or written, or any other communications relating to maintenance services for KMBS equipment and it may not be released, discharged, changed, or modified except by an instrument in writing signed by a duly authorized representative of each party. Customer agrees that any

Purchase Order or other documentation issued to KMBS covering the equipment or maintenance is issued for purpose of authorization and Customer's internal use only, and any terms and conditions contained therein shall not modify or add to the terms and conditions of this Agreement. This Agreement will not be effective until accepted by an authorized representative of KMBS. Notice of acceptance is hereby waived by Customer.

ATTACHMENT F, KONICA SAMPLE MPS STATEMENT OF WORK

Contract Number **XXX**
With the State of **XXXXXX**

Agency/Customer:		Contractor:	
Contact Name:		Contact Name:	
Address:		Address:	
Email:		Email:	
Phone:		Phone:	
Fax:		Fax:	
		Contractor website:	
Print Assessment Date:		Period of Performance:	
Statement of Work must incorporate the following documents:			
NASPO ValuePoint Master Agreement # 140597		<i>[Imbed document here]</i>	
Participating Addendum # _____		<i>[Imbed document here]</i>	
Contractor's Print Assessment		<i>[Imbed document here]</i>	

1. Introduction

Konica Minolta is pleased to provide your organization with a comprehensive managed print services (MPS) Scope of Services. The Professional Services we provide are based on our Consult - Implement - Manage methodology in alignment to your desired business outcomes. Using our defined process, we are committed to delivering a program that will benefit your company.

Our program is designed to help manage your existing print devices and establish a future print strategy that will evolve with your business needs.

This Scope document serves to define all tasks, responsibilities, products, services, and scheduling required to complete this project. The intent of this document is to insure that each party understands the parameters of the project and to insure that proper expectations are met.

Please examine all aspects of this document prior to signing it. It will be the baseline for the project. Any further revisions to the scope of the project will be made as a written Addendum to this Statement of Work. Addendums may require further negotiations prior to implementation. Each Addendum should be completed individually and signed prior to performing any work.

This Statement of Work is subject to the terms and conditions of the Participating Addendum **XXX**, including terms and conditions incorporated via NASPO ValuePoint Master Agreement **XXX**. Terms that apply to this Statement of Work include but are not limited to Data Security, Data Breach, Equipment Guarantees, Performance Penalties, and Payment.

2. Overview

The key to right-sizing printer and multifunction copier fleets is a thorough assessment of the current installed base. Accurate measurement of the current print operations using the suite of Konica Minolta managed print tools, as well as on-site consultations, will allow Konica Minolta Business Solutions to begin the MPS program in your company. Installation of the Konica Minolta Service Tag, in combination with device mapping, will begin the Interviews and will help illustrate current and projected solutions to achieve device reduction.

Konica Minolta Business Solutions will conduct a print assessment of overall device fleet in the selected locations, utilizing a combination of comprehensive software tools and a manual walk-through of the location. The data collected during this phase will be used to determine ongoing right-sizing recommendations validated as via data collected from actual printer activity.

Customer shall bear all risk of theft, loss or damage not caused by KMBS employees or agents, to the installation of the Vendor Solution Product and all updates, upgrades and patches to be installed under this Statement of Work. Customer agrees to indemnify, defend and hold harmless KMBS, its officers, directors, employees and agents from all loss, liability, claims or expenses (including reasonable attorneys' fees) arising out of Customer's use of the Vendor Solution Product and all updates, upgrades and patches, including but not limited to liabilities arising from illegal use of KMBS equipment as well as bodily injury, including death, or property damage to any person, unless said injuries, death or property damage was caused solely as the result of a negligent or intentional act or omission by KMBS.

NO PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT OR PUNITIVE DAMAGES OR ANY LOSS OF PROFIT, REVENUE, DATE OR GOODWILL, WHETHER INCURRED OR SUFFERED AS A RESULT OF THE USE OF THE PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

3. Objectives

Konica Minolta Business Solutions will perform asset tagging, floor mapping, site surveys and needs analysis to help you implement the best solution to meet your requirements, while maximizing your financial resources. Once the program is operational, Konica Minolta will provide daily monitoring, maintenance and service for your fleet of print devices allowing your staff to spend more time on core business functions and strategic initiatives. Periodic account reviews (PAR) will be scheduled to review program operations, reports, strategy and long-term improvements.

4. Installation

Konica Minolta will begin the program implementation process, which includes:

- Validating your devices on contract
- Set-up/expansion (as required) of the Consult App for proactive device management
- Establishing and initializing automatic system processes (Auto toner delivery)
- Tagging your devices with a Konica Minolta asset tag for program identification
- Walkthrough and Fleet Mapping
- Development of a program communication plan for staff

There will be minimal disruption of day-to-day operations as our team performs the walkthrough and mapping of devices. However, escorts and business process leaders may be requested to assist in facilitating this process. Equipped with current floor plans and device lists, each team member will accurately map device to the plans. Departments will be identified, allowing for pooling of like printing requirements. Devices such as printers, fax machines and all-in-ones that are not connected to the customer's network will be added to the mapping documents. This mapping is a key component in the MPS program success and critical in collecting requirements for multifunction features.

5. Exclusions

The following areas are not included in the scope of this Statement of Work:

- Any configuration or training outside of the scope of this document.
- Any systems testing due to environment changes.

- Any onsite training or configuration after project is completed.
- Any additional on-site technical support not specified in this document.
- Customer is responsible for the hardware installation and training environment needed for a successful implementation.
- Support for any configuration outside of this recommendation with respect to high availability, and failover features.

6. Requirements

KMBS assumes that the Customer will have a standard network topology with connectivity already installed for all servers and workstations, printing established to the Konica Minolta Bizhub(s), as well as network connectivity for all printing and scanning output devices included in this Statement of Work.

Site Accessibility:

- **Network Accessibility**
KMBS assumes that the Customer's network will be accessible for any additional installation or expansion of the Consult application, and that the Customer's Network Administrators will be available on site or via remote access.
- **Floor Maps provided to Konica Minolta team to prior to the tagging and walkthrough**
KMBS assumes all mapping is provided in advance to ensure a full and proper assessment is performed.
- **Complete IP schema provided as part of the ongoing MPS program the list can be reduced to include only nodes associated with the output devices.**
- **Availability of Customer's Network IT support while on site**
KMBS assumes that the Customer's Network support personnel will be available to verify and assist in any network connectivity troubleshooting should any data collection issues arise, before, during and after installation.
- **Customer will provide a person designated as the MPS Administrator during the installation and setup phase. During the tagging and mapping phase. Following this phase of the program this individual will be the resident SME (Subject Matter Expert).**

7. Completion Criteria

This Statement of Work / Project shall be deemed complete when all of the requirements detailed in Appendix A have been met. At which point the customer shall sign and return the Certificate of Acceptance (COA). Should there be a failure to obtain a signed COA from the customer and there not being any customer communication regarding outstanding concerns or issues, then this project shall be deemed completed and closed by all parties.

8. Post-Sales Support

The KMBS Digital Solution Center provides Tier 1 (one) product support for issues with the Software Solution for the duration of the active software maintenance and services contract. This includes repairs required and remedied by patches and incremental upgrades. This does not include support based upon customer environment changes that impact the software solution, nor to modification of the software workflow beyond the original scope or after the implementation project is complete.

9. Submitting Solutions Support Requests

Contact Option	Point of Contact	Notes
WEB	http://www.MyPrintJobs.com/Support	Best for application administrators and power users who are familiar with the application and the operating environment.
E-Mail	SolutionsSupport@KMBS.KonicaMinolta.us	
Self Help	http://kmbs.konicaminolta.us	From this link, click "Find Support" located in the top banner. Several options will be revealed, such as: Driver downloads, User Guides and Self-Help Product Support.

Telephone	800-456-5664	Appropriate for MFP and routine use situations. Recommended for single user assistance instead of issues impacting the application.
Operating Hours	8:00 A.M. – 8:00 P.M. (EST)	Monday through Friday. Standard company holidays are observed.

For additional details, see Customer Expectation Guide Solutions Support

10. Reasonable Effort

It is the responsibility of both Konica Minolta and the customer to make every effort to complete this project within agreed upon timelines. Should, after ninety (90) days from date of acceptance, the project not be completed or have reasonably advanced, due to customer non-response or delays, Konica Minolta reserves the right to cancel this agreement.

11. Project Timetable / Phase (Proposed)

Milestones	Target Completion

12. Acceptance of Statement of Work

Please carefully review this document. KMBS will ONLY be authorized to perform work that is specifically listed in this Statement of Work. Any additional work will need to be scheduled as a future call. Any additional requests or revisions to this Statement of Work must be recorded by an amendment to this Statement of Work and will be billed accordingly, based upon the KMBS hourly service rate, per the Master Agreement price list.

To accept this Statement of Work, please sign & date above where indicated. No additional service call can begin until this Statement of Work is complete. Please keep original at your location. At the completion of the Statement of Work, a copy will be returned to you.

13. Project Changes

Only members of the KMBS & Customer project teams may be authorized to discuss any modifications or addenda to this Statement of Work. [Please see Appendix C for details and the Change Order Request Form.](#)

14. Project Team

Customer Contacts: (key people to work with)

Company Name			
Name	Title/ Department	Phone	Email Address
IT Contact Information	In House IT Department: Yes <input type="checkbox"/> No <input type="checkbox"/>		

KMBS Contacts (At least one sales rep)

Name	Title	Phone	Email Address

Customer
Signature:

Name: _____ Title: _____
 Company: _____ Date: _____



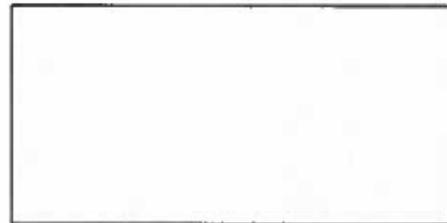
KM
Signature:

(Authorized Signatures: Business Solutions Consultant or Director of Professional Services)

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

Appendix A - Implementation Details

Company Name:
 Address:
 Project #:



Introduction

This document covers the specifics of the implementation plan proposed for this SOW. Any additional project objective or training will be billed accordingly; based upon KMBS Solutions pricing and standard hourly training rate at the time of the request.

Project Objective

Scope of Services Details

Customer Account (Create Customer Account @ https://app.thereceptionist.com/sign_up)

Created:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Account email:		Password:	
Plan Type:	<input type="checkbox"/> Basic 1-24	<input type="checkbox"/> Premium 25-49	<input type="checkbox"/> Pro 50-99	<input type="checkbox"/> Enterprise	Start Date:
Install App:	<input type="checkbox"/> KM	<input type="checkbox"/> Customer	Name of Account Owner:		
# of Locations:		Stands Included:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

Location Name	Location Address	Primary POC Name	Contact Information

Branding (Home Screen)

Welcome Message:					Logo Provided:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Background Color:	R	G	B	or Pantone	or Hex	
Highlight Colors:	R	G	B	or Pantone	or Hex	

Buttons to Create

Check In						
	Required	Message				Field Type
Field 1:	<input type="checkbox"/> Required					
Field 2:	<input type="checkbox"/> Required					
Field 3:	<input type="checkbox"/> Required					
Field 4:	<input type="checkbox"/> Required					
Field 5:	<input type="checkbox"/> Required					
Capture Photo:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> 2 way Chat				
<input type="checkbox"/> Badge Printing	<input type="checkbox"/> Name	<input type="checkbox"/> Company	<input type="checkbox"/> Visiting	<input type="checkbox"/> Photo	<input type="checkbox"/> Issued	<input type="checkbox"/> Valid
Customer induction process can include: Text, YouTube Link or PDF Doc						
Induction Process:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Description				
Response to Visitor	Header:					
	Body:					
Check Out						
<input type="checkbox"/> Show List of Current Visitor			<input type="checkbox"/> Search Visitors to Check Out			

Button Creation (continued)

Deliveries: (Enter Names of those to be notified of a delivery)

<input type="checkbox"/> USPS	<input type="checkbox"/> UPS	<input type="checkbox"/> FedEx	<input type="checkbox"/> DHL	<input type="checkbox"/> Other	<input type="checkbox"/> Other
Delivery Messages:	<input type="checkbox"/>		<input type="checkbox"/>		
	<input type="checkbox"/>		<input type="checkbox"/>		
	<input type="checkbox"/>		<input type="checkbox"/>		
New Button:					
New Button:					

Employee Contacts: customer should have a listing or file of all employees to be added to the system (see below)

Number of users to Upload:	<input type="text"/>	<input type="checkbox"/> CSV File Provided	<input type="checkbox"/> Upload Photo (200 x 200)
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Sample CSV File Layout

First Name	Last Name	Full Name	Business Title	Email	SMS Phone	Hide from Check In	Country	Slack ID
Donald	Duck	Donald Duck	Lead Joke Duck	Donald@disney.com	7201234567		USA	Ducky
Mickey	Mouse	Mickey Mouse	Boss Mouse	Mickey@disney.com	7201222212	X	USA	Mousey

Hardware and Operating System Requirements

Continued - Appendix A - Scope of Services Details Continued



Appendix B - Project Change Order Form

The only contacts from KMBS and Customer that may be authorized to discuss any modifications or addenda to this Statement of Work are

It may become necessary to amend the Statement of Work for reasons including, but not limited to, the following:

- Discretionary changes to the project schedule.
- Discretionary changes in the scope of the project.
- Requested changes to the work hours of Konica Minolta Business Solutions personnel.
- Non-availability of products or services that are beyond Konica Minolta Business Solution's control.
- Environmental or architectural impediments not previously identified.
- Lack of access to client personnel, data, or facilities necessary to complete project.
- In the event that it is necessary to change this Statement of Work, an amended Statement of Work will need to be completed and approved by

		Date:	
Requestor:		Request #	
E-Mail:		Type:	
Phone:			

Change Description (Detailed description of the change. Reference attachments if necessary)	
Description:	
Justification:	
Impact if not implemented:	
Alternatives:	

Cost/Price Impact:

Implementation Date:

Approval			
Konica Minolta			
By:		By:	
Name:		Name:	
Title:		Title:	
Date		Date	

ATTACHMENT G, KONICA CUSTOMER EXPECTATION GUIDE SOLUTIONS SUPPORT

Introduction

The Konica Minolta Solutions Support team is dedicated to providing our customers with the ultimate "Konica Minolta Customer Care Experience". The experience is simply defined as Predictable, Professional and Personalized. The Solutions Support team provides customers of Konica Minolta multifunctional peripherals (MFPs) and Software Solutions a one-stop support desk for service. Your request for support is responded to by a Support Professional based upon the nature of your request and severity.

This document explains the Solutions Support team's customer support services and methodologies. It explains the options to submit a request, define priorities and review escalation procedures.

Values of support

Single Point of Contact

The contact used to order supplies and schedule repair visits will also connect you with skilled technical professionals.

Direct access to a specialist

Send an email or web request directly into the helpdesk and receive a response from an expert in your solution.

Open access

Anyone in your organization can submit a request.

Virtual On-Site Support

Response and resolution can be expedited by connecting to your computer. Assistance can be delivered as if the Solutions Professional was there.

Submitting Solutions Support Requests

Contact Option	Point of Contact	Notes
E-Mail	SolutionsSupport@KMBS.KonicaMinolta.US	Best for application administrators and power users who are familiar with the application and the operating environment.
WEB	https://goo.gl/gzsY9x	
Self Help	http://kmbs.konicaminolta.us	From this link, click "Find Support" located in the top banner. Several options will be revealed, such as: Driver downloads, User Guides and Self-Help Product Support.
Telephone	800-456-5664	Appropriate for MFP and routine use situations. Recommended for single user assistance instead of issues impacting the application.
Operating Hours	8:00 A.M. – 8:00 P.M. (EST)	Monday through Friday. Standard company holidays are observed.

What information we need to support you

The more specifics we know about your needs, the better and more expeditiously we can process your support request. Please provide the following information:

1. Contact Name and phone number
2. Company's name
3. Product or Software affected and reference number

4. Describe your problem symptoms, when first noticed and user base affected/impact
5. Additional comments, sample and details are always helpful

Severity Levels

Severity levels are used to prioritize our response to an incident. We assign a severity level upon receipt of your request. The assigned severity level is based upon the impact the application incident has on a client's operations. Konica Minolta may reassign a severity level, higher or lower, while investigating your request.

Severity	Remarks
SEV1 - Critical	Complete loss of system and significantly interrupts business processes.
SEV2 - High	Impairs a noncritical process and a viable/temporary work around has been identified.
SEV3 - Medium	Requests for modifications to existing configurations or workflows.
SEV4 - Low	Software Enhancement or Upgrade

Severity Level Response Times

Information in the table below outlines Konica Minolta's initial response time objectives. The response time is measured from when your request was received by the Solutions Support team to when a Solutions Support team member attempts to respond to your support request.

Severity	Initial Response	Resolution SLA
SEV1 - Critical	30 minutes	Continuous effort
SEV2 - High	4 Hours	15 days or less
SEV3 - Medium	Next Working Day	Determined by project
SEV4 - Low	Next Working Day	Determined by project

Solutions Support Flow

Receipt and confirmation

Your request will be assigned an incident number upon receipt. An email confirmation will be sent to you that will include: incident number, recap of reported issue, entitlement details and other significant info. The incident number will be your reference for following progress and updates.

Solutions Support Levels

A variety of tasks and responsibilities are performed at different Solution Support levels. The transition between levels is usually very short in duration and can be expedited when you provide details about your account and situation.

Solutions Support Level	Function	Duties
Level 1	<p>Provides low severity entrance Solutions Support.</p> <p>Performs triage support and collects incident details.</p>	<ul style="list-style-type: none"> • Provide initial end user customer contact. • Evaluates request to determine next best course of action. • If escalated, relay request details to Level 2.
Level 2	<p>Provides high severity entrance to Solution Support.</p> <p>Performs initial technical evaluation and assigns the request to a dedicated specialist.</p>	<ul style="list-style-type: none"> • Performs initial technical review of request. • Performs entitlement check and assigns an incident number. • Sends acknowledgement responds to the customer. • Assigns request to an application specialist.

Level 2A	Within the Solutions Support team, functions as the application specialist.	<ul style="list-style-type: none"> • Provides technical response to request. • Ongoing, review incident for potential escalation, requests for field assistance or vendor intervention.
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Repeated Attempts to Contact

Solution Support team representatives will initiate a minimum of three attempts to contact a customer regarding an open request. After three attempted contacts with no returned phone or e-mail response, the request will be considered closed.

Support Policies

Konica Minolta Business Solutions Standard Maintenance Terms and Conditions provide overall guidance of support policies, including software and solutions. In almost all cases, delivery of support is dependent upon the customer having a valid Maintenance & Support agreement for the specific solution. The following policies and practices shall govern the Solution Support team.

Scope of Services

Maintain solution at established baseline

Upon completion of the solution install or upgrade, the customer acceptance establishes the 'Baseline' of operation. KMBS is responsible for maintaining software operation at that established baseline to ensure business continuity.

Determination of cause

The Solutions Support team can help diagnose common errors and failures. With their assistance, the goal is to identify the root cause of the problem so that the appropriate resolution can be administered. For example: You attempt to print a file and it fails or produces an error. Is the root cause of the problem with the printer, the application that created the file, the data in the file or a network issue? The Solutions Support team can eliminate the requirement for multiple requests: to a technician, the IT Helpdesk, the software vendor.

Operating Environment changes

KMBS suggests impacts to solution baseline be considered prior to making changes to servers, networks, storage, authentication patterns etc. In the event unplanned or untested changes create an interruption in the operation of a solution KMBS will help troubleshoot the cause and provide a quote to restore operation and establish a baseline in the new environment.

Additional Services and Projects

KMBS can provide a range of professional services and projects to enhance and expand your current solution functionality. More information can be provided by means of no-charge consulting engagements. Project services include but are not limited to:

- Security and license audits
- Re-install of servers or workstations
- Moves and expansions of environment
- New user, power and admin user training – custom training
- Implementation of additional software features that were not part of the baseline.
- Customizations and upgrades
- Custom reports
- Workflow enhancements or additions
- Data backups or restoration

Support Methods

Technical support may be delivered onsite or via telephone and remote desktop control. Delivery of support depends upon availability of telephone and Internet access at the customer's location. Additionally, customer participation in support events is required.

Exclusions

Professional Service fees may apply for non-diagnostic/troubleshooting events. Support does not include general network configurations, networking hardware, or operating system issues. The customer is responsible for ensuring network and operating systems are maintained and meet requirements of the solution.

Associated Third-Party Software and Hardware

For products not specifically part of the covered solution, support is limited. For example, a document is created using a word processing application. When the document is processed by the covered solution, the output fails or results in an error. The document creation techniques and document elements may be examined for troubleshooting, but no support or training will be provided on the word processing application.

Customer Contact

Customer provides qualified and trained key contacts to help resolve technical and/or business related issues. The primary contact should be appropriately trained on the solution software prior to receiving support.

Frequently Asked Questions

Do you offer 24/7 technical support?

Our standard operating hours are sufficient for most business operations. If additional hours of coverage are required, it may be possible to negotiate support for extended coverage hours.

How do I know what severity level my request should be?

Upon initiation of the support incident, a severity is assigned by the Solutions Support team. You may make a request for severity status at any time and the assigned solutions professional will provide an explanation.

How can I obtain current status/updates to a request?

It is our policy to provide periodic updates to incidents lasting more than 48 hours. A request for status update may be submitted at any time. Please include the request incident number.

Is there a cost for software application fixes?

Access to patches, hot fixes and troubleshooting are usually covered as part of the Maintenance & Support agreement associated with the solution product. Installation, testing and administration of patches/hot fixes is considered "Additional Services" and may engender professional service fees. If additional fees are required, a good faith estimate will be provided. No work will be done without mutually agreeing on fees and completion criteria.

What happens if a customer wants to escalate?

Technical support escalation procedures are performed internally, first to peers and seniors. Escalation to vendor support is usually recognized in short order. However, if you feel escalation is not progressing timely, send an E-Mail request to SolutionsSupport@KMBS.KonicaMinolta.US stating your concerns and request for management review.

Can we add services as our needs grow?

Service and support options can be added at any time by contacting the Solutions Support team.

ATTACHMENT H, KONICA HARD DRIVE DISPOSAL OPTIONS



STATEMENT OF WORK FOR

PROJECT: KMBS Secure Disposal Service

Date:

Prepared By:

Introduction

This Statement of Work ("SOW") document fully defines the Products and Services to be provided by Konica Minolta Business Solutions U.S.A., Inc. ("KMBS"). When a MFP is disposed of or is at the end of its life, KMBS offers secure disposal options that can provide piece of mind. These options include:

Option 1 - As-is disposal	MFP will be picked up according to the respective terms and conditions of your contract and disposed of accordingly in a responsible manner. The internal data of the machine will not be altered or modified in any way.
Option 2- In-place data cleaning	Where available, a KMBS field engineer will perform a "data overwrite" of the hard drive using built-in sanitization technology. The drive will be cleared of data and re-initialized in the machine before disposal. Availability of this option depends on model and configuration. Cost: No charge
Option 3 - Hard Drive replacement and return	At the time of disposal, the internal hard drive will be removed and sealed in a container that will be returned to the customer. A replacement hard drive will be installed and re-initialized with the generic device control programs. Availability of this option depends on model and configuration. Cost - \$135 per hour labor plus the replacement cost of the hard drive.

Responsibilities

- **Option 2- In-place data cleaning**

KMBS:

- Identify available "data overwrite" compliance options available for specific unit(s).
- Inform the customer what data overwrite compliance options are available for applicable MFP models.
- Inform the customer on the estimated time required for the chosen hard drive sanitization method.
- Obtain customer's certification that the data overwrite may be performed. **Once initiated, data stored on the MFP's hard drive will not be recoverable.**
- Perform overwrite functions pursuant to the option selected by the customer and options available for the specific MFP. See Table 1 for options and descriptions.

Customer:

- Contact KMBS and schedule service date.
- Identify machines requiring data overwrite.
- Provide KMBS Field Engineer(s) physical access to all MFPs requiring data overwrite.

- Review and select overwrite options applicable to MFPs requiring data overwrite. Inform the KMBS Field Engineer of the overwrite options selected for the MFPs requiring data overwrite.
- Authorize the KMBS Field Engineer to perform the data overwrite. **Once initiated, data stored on the MFP's hard drive will not be recoverable.**
- Acknowledge data overwrite was completed by signing the Project Completion portion of this document.

**Option 3 - Hard Drive replacement and return
KMBS**

- Contact KMBS and schedule service date.
- Provide KMBS with a contact at location authorized to receive hard drive.
- Identify and order replacement parts for MFPs requiring hard drive replacement.
- Remove hard drives from applicable MFP units.
- Place hard drive in a sealed container and surrender to the customer's designated recipient.
- Install replacement hard drive (and any other requisite parts). Initialize the system and install base MFP system firmware permitting standard operations and functions. It may not be possible to reinstall special application/add-on software packages. (Examples include: i-Option applications, audit software, accounting software and document management software.)

Customer:

- Identify machines requiring hard drive replacement. Provide KMBS with MFP model and serial number.
- Provide KMBS Field Engineer(s) physical accesses to all MFPs requiring hard drive replacement.
- Authorize the hard drive replacement. Once the hard drive is removed, data stored on the MFP's hard drive will no longer be accessible via traditional methods.
- Designate by name the individual(s) who shall receive hard drives removed from the MFPs. Print or type name: _____
- Acknowledge completion of the hard drive replacement(s) by signing the Project Completion portion of this document.

Solution Overview:

The following MFPs and options have been designated for this project.

Option 2: Data Overwrite shall be performed on the following MFPs

Model	Serial #	Overwrite Option	Completion

Option 3: Hard Drive replacement and return shall be performed on the following MFPs

Model	Serial #	Hard drive Surrendered to:

Project Schedule

Project will begin within ____ days upon receipt of Customer's acceptance by KMBS.

Assumptions

1. Hard drive replacements are available from an acceptable source.
2. Special software application installed on MFPs may not be reinstalled after the data overwrite or hard drive replacement.
3. MFPs are operational and KMBS Field Engineers will have physical access to the designated units.

Project Acceptance

1. The estimated hours required to complete this project is:
2. The estimated cost of this project is: \$
3. Project completion is scheduled on:

Change Approval Process

Change Requests shall be submitted by the customer to the KMBS project manager. The request shall describe the problem or question that resulted in the desired change. The KMBS project manager will evaluate and identify the amount of time that will be added to the project schedule, if any, as well as additional services price, if any.

KMBS standard Terms and Conditions apply to the agreement. A copy of KMBS Terms and Conditions can be provided upon request.

Customer SOW Acceptance:

Project Completion:

_____ Date

_____ Date

_____ Authorized Signature

_____ Authorized Signature

_____ Printed Name

_____ Printed Name

_____ Title

_____ Title

Konica Minolta bizhub built-in Mode Overwrite method compliance options	
Mode 1	
Overwrite with 0x00	Japan Electronic & Information Technology Association Russian Standard (GOST)
Mode 2	
Overwrite with random 1 byte numbers Overwrite with random 1 byte numbers Overwrite with 0x00	National Security Agency (NSA) standard
Mode 3	
Overwrite with 0x00 Overwrite with 0xff Overwrite with random 1 byte numbers Verify	US Navy (NAVSO P-5239-26) Department of Defense (DoD 5220.22M)

ATTACHMENT I, KONICA MFP HARD DRIVE SECURE DISPOSAL TERMS AND CONDITIONS

The following terms and conditions apply to the provision of hard drive disposal services by Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") to Customer during the term of this Agreement:

1. OVERVIEW: This service is provided in connection with the "Statement of Work for KMBS MFP Hard Drive Secure Disposal Service" entered into between Customer and KMBS.

2. PAYMENT: Payment is due within thirty (30) days from the date of the invoice. Should the customer fail to make any payment due hereunder, or be or become insolvent or be a party to or acquiesce in any bankruptcy or receivership proceeding or any similar action affecting the affairs or property of Customer, or violate any aspect of this Agreement, KMBS may (1) refuse to continue to provide the service, or (2) furnish service on a time, travel and material basis, without prejudice to any other remedies KMBS may have. Reasonable costs, including counsel fees, shall be recoverable by KMBS in the event collection activities, including litigation, are required to collect outstanding amounts due under this Agreement. **NO CASH PAYMENTS ACCEPTED.** Accepted manners of payment are by major credit card or checks made payable to KMBS.

3. SITE PREPARATION & ACCESS: Customer shall ensure that equipment is placed in an environment that conforms with the manufacturer's specifications and requirements. Customer shall provide KMBS' personnel with free and full access to the equipment and any necessary operating time for the purposes of furnishing the hard drive disposal services. Customer shall arrange and insure that one of its employees is present at all times when KMBS personnel perform the hard drive disposal services.

4. LIMITS TO SCOPE OF SERVICE: KMBS reserves the right to refuse to provide the hard drive disposal services if, in its opinion, the condition or location of the equipment creates an unreasonable risk to KMBS or KMBS's technicians. KMBS is not liable for any failure or delay in performance due to any cause beyond its control.

5. ADDITIONAL EQUIPMENT: No hard drive disposal services for additional or substituted equipment will be provided by KMBS until it is accepted by KMBS in writing.

6. SERVICE INCLUDED: KMBS' obligations under this Agreement is to provide the hard drive data protection service selected on the Konica Hard Drive Disposal

Options Form, upon Customer's scheduling of a service date with KMBS. Services included in each of the respective hard drive exchange or data sanitization services are detail in the statement of work attached hereto. Unless otherwise indicated, normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed by KMBS. Overtime charges, at KMBS' then current Master Agreement rates, will be charged for all services provided outside normal business hours at Customer's request.

7. PROJECT SCHEDULING: Customer shall contact KMBS and schedule a service date. If KMBS cannot provide the services by the service date requested, KMBS will notify customer of the earliest possible date in which the services can be rendered. KMBS shall not be liable and Customer shall indemnify, defend and hold harmless KMBS for any claims, damages, fees, penalties, lease renewals or third party late charges directly or indirectly related to KMBS being unable to schedule the services on customer's requested date or customer not providing sufficient time in which to provide such services.

8. SELLER'S AGENTS: Customer acknowledges that it has been advised that no employee, representative or agent of KMBS has any authority to bind KMBS to any affirmation, promise, representation, or warranty concerning any of the equipment or services. Unless an affirmation, promise, representation, or warranty is specifically set forth in this Agreement it does not form a basis of this bargain and shall not be enforceable against KMBS.

9. LIMITS ON DATA WIPE: Customer acknowledges that no data wipe process will leave a hard drive as free from unreadable residual data as a comparable new product. KMBS makes no recommendations regarding the Customer's data removal requirements or representations regarding the effectiveness of one method of data removal over another.

10. ASSIGNMENT: Customer may not assign this Agreement, without KMBS' express written consent. In the event that KMBS assigns or subcontracts any of its obligations under this Agreement, KMBS shall remain primarily responsible to perform those obligations. KMBS may assign, without notice, any of its rights under this Agreement.

11. NOTICES: All notices required to be given under this Agreement shall be in writing and shall be sent by U.S. first class mail to the parties as follows: To Customer at the address listed on the front of this Agreement and to

KMBS, at 100 Williams Drive, Ramsey, NJ 07446,
Attention: Office of Direct Administration.

12. INDEMNIFICATION: Customer shall bear all risk of theft, loss or damage not caused by KMBS employees or agents, to all equipment to which hard drive disposal services are provided under this Agreement. Customer agrees to indemnify, defend and hold harmless KMBS, its officers, directors, employees and agents from all loss, liability, claims, fines or expenses (including reasonable attorney's fees) arising out of Customer's violation of any Federal, State, or Local Laws unless said violation was caused solely as the result of a negligent or intentional act or omission by KMBS.

13. WARRANTY: KMBS WARRANTS THAT THE SERVICES SHALL BE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER. KMBS MAKES NO OTHER WARRANTIES WHATSOEVER EXPRESS OR IMPLIED WITH REGARD TO THE HARD DRIVE DISPOSAL SERVICE AND EXPRESSLY EXCLUDES ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

14. REMEDY LIMITATIONS: THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES FOR ANY PROVEN BREACH OF THIS AGREEMENT (INCLUDING WARRANTY). THE PARTIES DO RESERVE THE RIGHT TO RECOVER CONTRACT DAMAGES ALLOWED VIA THIS AGREEMENT. KMBS' LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE COVER DAMAGES ON THE COST OF ALTERNATE HARD DRIVE DISPOSAL SERVICES AND/OR THE HARD DRIVE PURCHASED BY THE CUSTOMER. KMBS SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES DUE TO LOSS, CORRUPTION, DISCLOSURE OR USE OF DATA OR INFORMATION OF ANY KIND. LOSS OF OR DAMAGE TO REVENUE, PROFITS OR GOODWILL, DAMAGES DUE TO NON-COMPLIANCE WITH THIRD PARTY REQUIREMENTS, DAMAGES DUE TO ANY INTERRUPTION OF BUSINESS, DAMAGE TO CUSTOMER'S COMPUTERS OR NETWORKS, EVEN

IF KMBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. APPLICABLE LAW: This Agreement shall be governed by the laws of the State of New York without regard to choice of law principles. In the event of litigation or other proceedings by KMBS to enforce or defend any term or provision of this Agreement, Customer agrees to pay all costs and expenses sustained by KMBS, including but not limited to, reasonable attorney's fees. Customer further agrees to litigate any dispute concerning this matter in the courts of the State of New Jersey, consents to jurisdiction in that forum and waives the right to jury trial.

16. FORCE MAJEURE: Neither party shall be responsible for delays or failure in performance of this Agreement (other than failure to make payment) to the extent that such party was hindered in its performance by any act of God, civil commotion, labor dispute, or any other occurrence beyond its reasonable control.

17. WAIVER & SEVERABILITY: Failure by KMBS to enforce any provisions of this Agreement or any rights hereunder, or failure to exercise any election provided for herein, shall in no way be considered a waiver of such provisions, rights, or elections, or in any way affect the party's right to later enforce or exercise the same or other provisions, rights, or elections it may have under this Agreement. If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of the remaining provisions of this Agreement.

18. ORIGINAL DOCUMENT: Customer further agrees (a) that facsimile or electronic signatures shall be accepted as original signatures; and (b) that this Agreement or any document created pursuant to this Agreement, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. KMBS may accept orders electronically from Customer pursuant to this Agreement. Neither party shall raise any objection to the authenticity of this Agreement or any document created hereunder, based on either the use of a facsimile signature or the use of a copy retrieved from an electronic storage system.

ATTACHMENT J, KONICA SITE AGREEMENT



NASPO ValuePoint RFP-NP-18-001 - MPS Site Agreement

Agreement Between Konica Minolta Business Solutions U.S.A., Inc. and:

Customer		Sold to ID	
Address			
City		State	ZIP
Invoice Address			
City		State	ZIP
Customer Email			

Monthly Printer Pricing

Device Description	CPP Pricing	CPP Print Allowance (Volume)	Flat Rate (Price Per Device)	No. of Devices (Quantity)	Base Fee (Price)
Network Color					
Network Mono					
Local Color	N/A	N/A			
Local Mono	N/A	N/A			
Thermal	N/A	N/A			
Scanner	N/A	N/A			
MICR Printer			N/A		
Specialty					
Total Monthly Base Cost Upon Contract Signing					\$ 0 00

Flat rate monthly pricing will change as devices are added to the contract

For additional pricing, use separate attachment. For initial device inventory, see fleet report detail.

Agreement Effective Date	Term
P.O. Number (if Required)	PO Expiration Date

Covered Sites – KMBS will provide services on supported products at the listed sites

Address	Service/Supply Contact
City	Subnet In <input style="width: 100%;" type="text"/> Email <input style="width: 100%;" type="text"/>
State <input style="width: 20px;" type="text"/> ZIP <input style="width: 40px;" type="text"/>	Subnet Out <input style="width: 100%;" type="text"/> Phone <input style="width: 100%;" type="text"/>
Address	Service/Supply Contact
City	Subnet In <input style="width: 100%;" type="text"/> Email <input style="width: 100%;" type="text"/>
State <input style="width: 20px;" type="text"/> ZIP <input style="width: 40px;" type="text"/>	Subnet Out <input style="width: 100%;" type="text"/> Phone <input style="width: 100%;" type="text"/>
Address	Service/Supply Contact
City	Subnet In <input style="width: 100%;" type="text"/> Email <input style="width: 100%;" type="text"/>
State <input style="width: 20px;" type="text"/> ZIP <input style="width: 40px;" type="text"/>	Subnet Out <input style="width: 100%;" type="text"/> Phone <input style="width: 100%;" type="text"/>

For larger lists of covered sites, use separate document (Excel, Word, etc.) and attach.



Supported Equipment – Supported equipment inventory list is provided in Attachment Schedule A (Consult App-generated Asset Listing) or the supported equipment list below. If additional space is required, please complete a 'KMBS Site Agreement Schedule B'. KMBS will provide services on the products/models specified in Schedule A and/or B.

Device Type	Make	Model	Serial No.	Special Consideration

Customer Approval: Customer's signature below acknowledges Customer's consent to 'KMBS MPS Terms and Conditions (dated June 1, 2017)'; in accordance with the NASPO ValuePoint contract, terms of which are incorporated into this agreement. Customer agrees to provide resources required by KMBS to fulfill the contracted services including physical space, network access and qualified personnel to assist where needed. Coverage listed on this agreement is contingent on acceptance by Konica Minolta Business Solutions U.S.A., Inc.

Comments

Customer Approval - please sign below

Name	
Signature	
Title	
Date	

KMBS Sales Executive – please sign below

Name	
Signature	
KMBS Employee ID	
Date	

KMBS Management Approval – please sign below

Name	
Signature	
Title	
Date	

Footnotes: 1. Please review program documentation for full details and limitations. 2. KMBS standard offering is monthly flatrate or CPP base with quarterly average billing where applicable. Pricing is for the first twelve months of the term. 3. The Zebra Printer Flatrate program is for service support and includes paper, labels, and thermal print heads.

KMBS NASPO ValuePoint RFP-NP-18-001
Terms and Conditions (dated June 1, 2017)

The following terms and conditions apply to the provision of services by Konica Minolta Business Solutions U.S.A., Inc. (KMBS) to the Customer during the term of this Agreement.

Equipment Services

100. Site Environment: Customer shall be responsible to ensure that Equipment is placed in a location that meets manufacturer's requirements (available on the KMBS website) including space, power, network, temperature and humidity. Electrical power must meet voltage, amperage and electrical noise level requirements. KMBS personnel will be granted reasonable and safe access to perform services when required.

101. Color Calibration and Management: Routine and periodic color calibration and management of production color print profiles is not covered by this Agreement.

Supplies and Consumables

200. Consumable Supplies: KMBS will provide toner for covered Equipment on an as needed basis. Consumable supplies do not include staples or paper. Wide format equipment may have other coverage options and/or exclusions. The consumable supplies provided are the property of KMBS until they are consumed and are intended to be used exclusively in the covered Equipment. Customer bears the risk of loss of unused supplies in the event of theft, employee misconduct, fire or other mishap.

201. Expected Yield: Pricing under this Agreement is based on published and commercially reasonable expectations of supply and consumables consumption. At its discretion, KMBS may perform an audit of supply/consumables consumption and Equipment usage data to determine consumption levels. In the event the actual consumption levels exceed the levels used to determine contract pricing by more than 20%, KMBS shall have the right to invoice for the excess consumption.

202. Supply Source: Genuine Konica Minolta supplies will be used under this Agreement for Konica Minolta Equipment. For non-Konica Minolta products KMBS will provide fully compatible toner and print cartridges for use in covered Equipment.

203. Auto Supply Delivery: If services are provided as part of a managed services agreement, KMBS requires a designated Customer contact(s) to confirm supply shipments via email and maintain delivery address information via MyKMBS.com or other agreed methodology.

Software and Maintenance

300. Licenses: KMBS hereby grants the Customer the non-exclusive, non-transferable right to install, and use the software

301. License Reactivation: Customer is responsible to safeguard software license keys. KMBS may charge a reactivation fee in the event license keys need to be

regenerated.

302. Site Environment: Customer shall be responsible to insure that software is installed in an environment that meets manufacturer's requirements including operation system level, disk space, power, network, temperature and humidity.

303. Data Backups and restoration: Customer is responsible to manage server data backups. KMBS recommends adherence to industry best practices for backup procedures. In the event of a catastrophic data loss, the Customer is expected to restore the environment and data to prior state.

304. Access: Customer shall provide KMBS personnel with access to the servers and/or Equipment where the software is installed. Customer shall arrange and ensure that one of its employees or designated agents are present at all times when KMBS is performing maintenance and support services.

305. Solutions warranty: KMBS makes no warranty regarding the fitness of software that may or may not have been executed in conjunction with this Agreement for any particular use. If any 3rd party software or services are included at the time of sale, those warranties would be covered under the 3rd party end user license agreement or the master agreement between the 3rd party and KMBS.

306. Solution Integration: Solution integration with print output devices covered under this or another agreement may be affected by existing Customer software, configuration changes or other network environment issues. KMBS reserves the right to assess additional charges to resolve complex integration issues, including situations where the solution was initially provided by KMBS.

307. Term: Coverage for both level 0 (Software maintenance) and level 1 (Helpdesk support) begin at time of installation of software at Customer's location. Level 1 support is only available when level 0 supports are in effect.

Software Maintenance (Level 0) and Helpdesk (Level 1)

400. Software Maintenance (Level 0): If this option is selected, the Customer is entitled support as defined in the 'Patches and Updates' sections.

401. Patches and Updates: Customer is eligible to receive periodic maintenance patches, hot-fixes and updates for licensed software covered under maintenance. Excluded are full version upgrades (i.e. v1.2 to v2.0) and the installation services required to install patches, hot-fixes and updates.

402. Access to patches and updates: Customer will be provided access to a website operated by KMBS or 3rd party supplier where patches and updates are accessible for download.

403. Start of service: Start of service rules may vary by

OEM, software activation is expected within 30 days of purchase or install whichever comes first.

404. Current version: Customer is required to keep software and OS at the latest recommended version levels. Failure to perform recommended updates may result in suspension and/or termination of services under this Agreement.

405. Solutions Helpdesk Support (Level 1): If this option is selected, expert helpdesk support is available to the Customer to assist with covered software solutions including, PageScope Enterprise, Print Groove, Dispatcher Pro and select 3rd party solutions. Included are helpdesk services related to end-user support, baseline workflows, features and administrative functions involved in the operation of the software and workflows. Customer participation is required for remote and/or on-site support.

Professional Services, Solutions and Network

500. Initial Assessment: Customer agrees to provide or assist in gathering network configuration details needed by KMBS to perform contracted services.

501. Basic Network Services (BNS): BNS, where offered, covers common network integration in a MS WindowsTM centric environment with typical network schema and print/scanning requirements. KMBS reserves the right to assess additional fees depending on the extent of the network integration requirements needed.

502. Technical Pilot: When required Customer agrees to participate in a technical pilot where software installation, configuration, use cases and integration requirements are determined. Customer also agrees to participate in testing of the system(s).

503. Solution Baseline: Solution baseline is defined as the operating level and configurations agreed to by Customer and KMBS upon completion of the technical pilot and testing.

504. Enhancements: Enhancements and professional services beyond the baseline capabilities of the solution are available at an additional charge.

505. Customer Data: KMBS shall not be liable for any claims, damages and cost relating to loss of data or disclosure of data due

to acts or omissions of Customer or its employees, end-user errors or release of administrator password.

506. Hard Drive Security: If 'bizhub SECURE' or a comparable option has been ordered, KMBS will provide advanced security services. These services include real-time, hard-drive encryption (It uses either one-time overwrite or three times overwrite in compliance with U.S. Department of Defense standards) and document data security through disk over-write as well as user mailbox data deletion, HDD encryption, HDD lock and administrative password (according to Customer policy).

507. Professional Services Projects: When requested by the Customer, KMBS can provide professional services associated with the enhancement of the Customer's printing, network connectivity, end of life hard drive disposal, fleet management, user experience, production management, job tracking and document environment. Such projects will be quoted and upon approval, performed and billed at Master Agreement rates.

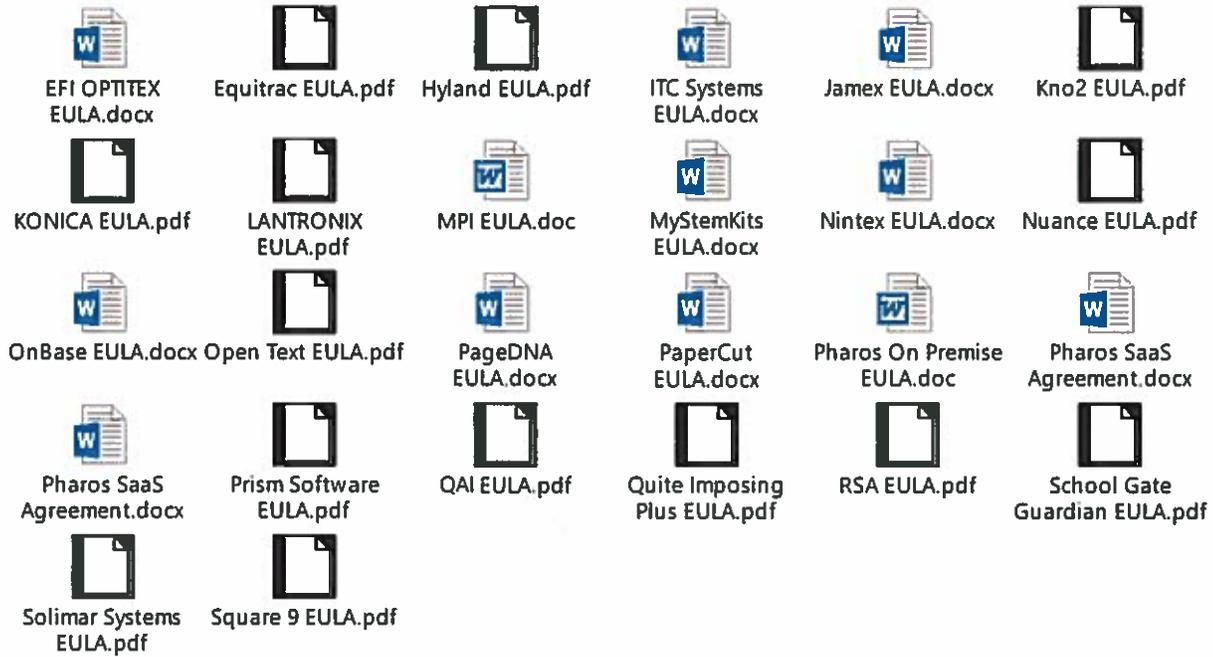
Meter and related

600. Fleet Device Monitoring: If the Customer agrees to allow KMBS to install and maintain server based software to monitor the printing devices on the Customer network, and the monitoring software cannot reliably operate in the Customer's environment for any reason, KMBS reserves the right to suspend or terminate services under this Agreement.

Renewal and Maintenance

700. Auto Add of Equipment: Where the use of 'Fleet Device Monitoring' as part of a managed print program has been agreed to, it will be used to detect new devices and add such devices to this Agreement at Master Agreement rates. The added device(s) will be covered under the terms of this Agreement. The Customer will be notified via email and may reject the addition of the device(s) by contacting KMBS.

ATTACHMENT K, SOFTWARE END USER LICENSE AGREEMENTS





KONICA MINOLTA

For office use only (Check one): Branch Windsor

Master Premier Advantage Agreement

APPLICATION NUMBER

AGREEMENT NUMBER

This Master Premier Advantage Agreement ("Agreement") is written in "Plain English". The words **you** and **your**, refer to the customer (and its guarantors). The words **Lessor, we, us** and **our**, refer to **Konica Minolta Premier Finance, a program of Konica Minolta Business Solutions U.S.A., Inc., its subsidiaries and affiliates.** (Supplier)

CUSTOMER INFORMATION

FULL LEGAL NAME		STREET ADDRESS		
CITY	STATE	ZIP	PHONE*	FAX
BILLING NAME (IF DIFFERENT FROM ABOVE)		BILLING STREET ADDRESS		
CITY	STATE	ZIP	E-MAIL	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				

*By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Lessor and its affiliates and agents. This Express Consent applies to each such telephone number that you provide to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

CUSTOMER ONE GUARANTEE

The Konica Minolta equipment leased in this Agreement is covered under Konica Minolta's Customer One Guarantee. A copy of the Guarantee can be obtained at your local branch or www.kmbs.konicaminolta.us.



TERMS AND CONDITIONS (THIS AGREEMENT CONTAINS PROVISIONS SET FORTH BELOW, ALL OF WHICH ARE MADE A PART OF THIS AGREEMENT.)

- LEASE AGREEMENT:**

1. **LEASE AGREEMENT:** You agree to lease from us the personal property as identified in Schedules to this Master Premier Lease Agreement from time to time signed by you and us (such property and any upgrades, replacements, repairs and additions referred to as "Equipment") for business purposes only. You may issue Purchase Orders that incorporate by reference, this Master Premier Lease Agreement and the related Non Appropriation Rider and if so incorporated by reference, each such Purchase Order will constitute a Schedule for the purposes of this Master Premier Lease Agreement. Each Schedule is a separate assignable lease. To the extent the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such property shall be referred to as the "Software". You agree to all of the terms and conditions contained in this Agreement and any Schedule, which, along with the terms and conditions in the Master Agreement and Participating Addendum are a complete statement of our Agreement regarding the listed equipment ("Agreement"). This Agreement may be modified only by written Agreement and not by course of performance. This Agreement becomes valid upon execution by you or for us. The Equipment is deemed accepted by you under the applicable Schedule unless you notify us within five (5) days of delivery that you do not accept the Equipment and specify the defect or malfunction. In that event, at our sole option, we or our designee will replace the defective item of Equipment or this Agreement will be canceled and we or our designee will repossess the Equipment. You agree that, upon our request, you will sign and deliver to us, a delivery and acceptance certificate confirming your acceptance of the Equipment leased to you. This Agreement will continue from the Billing Date for the Term shown. Any extension or renewal of the Term will be in accordance with the Term extension and renewal terms and conditions of the NASPO ValuePoint (lead by the State of CO) Contract Number 140597 as modified by that certain Participating Addendum between you and Konica Minolta Business Solutions U.S.A., Inc. **THE BASE RENTAL PAYMENT SHALL BE ADJUSTED PROPORTIONATELY UPWARD OR DOWNWARD, IF THE ACTUAL COST OF THE EQUIPMENT EXCEEDS OR IS LESS THAN THE ESTIMATE PROVIDED TO LESSEE.** If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You authorize us to insert or correct missing information on this lease including your proper legal name, serial numbers, other numbers describing the Equipment and other omitted factual matters, providing they do not contradict the language in the Master Agreement or Participating Addendum. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignee or third parties having an economic interest in this Agreement, any Schedule or the Equipment.
- RENT:** Rent will be payable in installments, each in the amount of the Monthly Payment (or other periodic payment) shown plus any applicable sales and/or use tax. If we pay any tax on your behalf, you agree to reimburse us promptly along with a processing fee. Subsequent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period or as otherwise agreed. We will have the right to apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. **Your obligation to make all Monthly Payments (or other periodic payment) hereunder is absolute and unconditional and you cannot withhold or offset against any Monthly Payments (or other periodic payment) for any reason.** You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree cash and cash equivalents are not acceptable forms of payment for this Agreement and that you will not remit such forms of payment to us. **WE BOTH INTEND TO COMPLY WITH ALL APPLICABLE LAWS. IF IT IS DETERMINED THAT YOUR PAYMENTS UNDER THIS AGREEMENT OR UNDER A SCHEDULE RESULT IN AN INTEREST PAYMENT HIGHER THAN ALLOWED BY APPLICABLE LAW, THEN ANY EXCESS INTEREST COLLECTED WILL BE APPLIED TO AMOUNTS THAT ARE LAWFULLY DUE AND OWING UNDER THIS AGREEMENT OR WILL BE REFUNDED TO YOU. IN NO EVENT WILL YOU BE REQUIRED TO PAY ANY AMOUNTS IN EXCESS OF THE LEGAL AMOUNT.**

(Continued on back)

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT: THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

LESSOR ACCEPTANCE

Konica Minolta Premier Finance

LESSOR	AUTHORIZED SIGNER	TITLE	DATED
--------	-------------------	-------	-------

CUSTOMER ACCEPTANCE

X

FULL LEGAL NAME OF CUSTOMER (as referenced above)	AUTHORIZED SIGNER	DATED
---	-------------------	-------

FEDERAL TAX I.D. #	PRINT NAME	TITLE
--------------------	------------	-------

To help the Government fight the funding of terrorism and money laundering activities, Federal Law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means is, when you open an account, we will ask for your name, address and other information that will allow us to identify you; we may also ask to see identifying documents.

See reverse side for additional terms and conditions

3. MAINTENANCE AND SUPPLIES: The charges established by this Agreement include payment for the use of the designated Equipment and accessories, maintenance by Supplier including inspection, adjustment, parts replacement, drums and cleaning material required for the proper operation, as well as toner, developer, copy cartridges and pm kits. All supplies are the property of Supplier until used. If your use of supplies exceeds the typical use pattern (as determined solely by Supplier) for these items by more than 10%, or should Supplier, in its sole discretion, determine that Supplies are being abused in any fashion, you agree to pay for such improper or excess use. Paper must be separately purchased by you. A page is defined as one meter click and varies by page size as follows: 8.5"x11" = 1 click, 11"x17" = 2 clicks. You agree to provide Supplier free and clear access to the equipment and Supplier will provide labor or routine, remedial and preventive maintenance service as well as remedial parts. All part replacements shall be on an exchange basis with new or refurbished items. Emergency service calls will be performed at no extra charge during normal business hours (defined as 8:00am to 5:00pm, Monday through Friday, exclusive of holidays observed by Supplier). Overtime charges, at contract rates, will be charged for all service calls outside normal business hours. Supplier will not be obligated to provide service or repairs in the event of misuse or casualty and will charge you separately if such repairs are made. If necessary, the service and supply portion of this Agreement may be assigned. You acknowledge that (a) the Supplier (and not Lessor or its assignees) is the sole party responsible for any service, repair or maintenance of the Equipment and (b) the Supplier (not Lessor or its assignees) is the party to any service maintenance agreement.

4. OWNERSHIP OF EQUIPMENT: We are the Owner of the Equipment and have sole title (unless you have a \$1.00 purchase option) to the Equipment (excluding software). You agree to keep the equipment free and clear of all liens and claims.

5. WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS". You acknowledge that none of Supplier or their representatives are our agents and none of them are authorized to modify the terms of this Agreement or any Schedule. No representation or warranty of Supplier with respect to the Equipment will bind us, nor will any breach thereof relieve you of any of your obligations hereunder. You are aware of the name of the manufacturer or supplier of each item of Equipment and you will contact the manufacturer or supplier for a description of your warranty rights. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, the manufacturer or Supplier of the Equipment. **THIS AGREEMENT AND EACH SCHEDULE CONSTITUTES A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** You agree that the Customer One Guarantee is a separate and independent obligation of Supplier to you, that no assignee of the Lessor shall have any obligation to you with respect to the Guarantee and that your obligations under this Agreement are not subject to setoff, withholding, reduction, counterclaim or defense for any reason whatsoever including, without limitation, any claim you may have against Supplier with respect to the Customer One Guarantee.

6. LOCATION OF EQUIPMENT: You will keep and use the Equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the Agreement's term, if you do not purchase the Equipment, you will make the Equipment available for pick up, in retail resalable condition (normal wear and tear acceptable), full working order, and in complete repair.

7. LOSS OR DAMAGE: You are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid Monthly Payments (or other periodic payments shown) for the full Agreement term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at four percent (4%) per year. Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney in fact to execute in your name any insurance drafts or checks issued due to loss or damage to the Equipment.

8. INDEMNITY: We are not responsible for any loss or injuries caused by the installation or use of the Equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury or death caused by the Equipment. **We reserve the right to control the defense and to select or approve defense counsel. This indemnity survives the expiration or termination of this Agreement.**

9. TAXES AND FEES:

You agree to pay when invoiced all sales and/or use taxes and fees relating to this Agreement or the Equipment unless a valid exemption certificate is supplied. We will file all tax returns. We reserve the right to charge a fee upon termination of this Agreement either by trade-up, buy-out or default. Any fee charged under this Agreement may include a profit and is subject to applicable sales and/or taxes.

10. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT. You agree that if we sell, assign, or transfer this Agreement and/or the Equipment, the new lessor will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of the new Lessor will not be subject to any claims, defenses, or set offs that you may have against the Supplier. The cost of any Equipment, Software, services and other elements of this Agreement has been negotiated between you and the Supplier. None of Lessor's assignees will independently verify any such costs. Lessor's assignees will be providing funding based on the payment you have negotiated with Supplier. You are responsible for determining your accounting treatment of the appropriate tax, legal, financial and accounting components of this Agreement.

11. DEFAULT AND REMEDIES:

a) If you do not pay any lease payment or other sum due to us within forty-five (45) days of when due or other party when due or (b) if you break any of your promises in the Agreement or any other Agreement with us or (c) if you, or any guarantor of your obligations become insolvent or commence bankruptcy or receivership proceedings or have such proceedings commenced against you, you will be in default. If any part of a payment is more than three (3) days late, you agree to pay a late charge of one percent (1%) of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may do any one or all of the following: (a) instruct Supplier to withhold service, parts and supplies and / or void the Customer One Guarantee; (b) terminate or cancel this Agreement and/or any and all Schedules and you agree to compensate us, not as a penalty, by paying the sum of: (i) all past due and current Monthly Payments (or other periodic payments) and charges due under this Agreement and any Schedule; (ii) the present value of all remaining Monthly Payments (or other periodic payments) and charges for the remainder of the term of such Schedule, discounted at the rate of four percent (4%) per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the present value (at the same discount rate as specified in clause (ii) above) of the amount of any purchase option with respect to the Equipment or, if none is specified, our anticipated value of the Equipment at the end of the initial term of such Schedule (or any renewal thereof); and (c) require you to return the Equipment to us to a location designated by us (and with respect to any Software, (i) immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (ii) demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; and/or (iii) cause the Software supplier to terminate the Software license, support and other services under the Software license). We may recover interest on any unpaid balance at the rate of four percent (4%) per annum but in no event more than the lawful maximum rate. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of Lessor or its Assignee or any other law. You agree to pay our reasonable costs of collection and enforcement, including but not limited to attorney's fees and actual court costs relating to any claim arising under this Agreement including, but not limited to, any legal action or referral for collection. If we have to take possession of the Equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed Equipment will be credited against what you owe us **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL INDIRECT OR INCIDENTAL DAMAGES FOR ANY REASON WHATSOEVER.** You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. All of our rights are cumulative. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive lessee's rights under Article 2A (508-522) of the UCC.

12. UCC FILINGS: You grant us a security interest in the Equipment if this Agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument in order to show our interest in the Equipment.

13. CONSENT TO LAW, JURISDICTION, AND VENUE: This Agreement shall be deemed fully executed and performed in the state of Lessor or its Assignee's principal place of business and shall be governed by and construed in accordance with its laws. If the Lessor or its Assignee shall bring any judicial proceeding in relation to any matter arising under the Agreement, the Customer irrevocably agrees that any such matter may be adjudged or determined in any court or courts in the state of the Lessor or its Assignee's principal place of business, or in any court or courts in Customer's state of residence, or in any other court having jurisdiction over the Customer or assets of the Customer, all at the sole election of the Lessor. The Customer hereby irrevocably submits generally and unconditionally to the jurisdiction of any such court so elected by Lessor in relation to such matters. **BOTH PARTIES WAIVE TRIAL BY JURY IN ANY ACTION BETWEEN US.**

14. LESSEE GUARANTEE: You agree, upon our request, to submit the original of this Agreement and any schedules to the Lessor via overnight courier the same day of the facsimile or other electronic transmission of the signed Agreement and such schedules. Both parties agree that this Agreement and any schedules signed by you, whether manually or electronically, and submitted to us by facsimile or other electronic transmission shall, upon execution by us (manually or electronically, as applicable), be binding upon the parties. This lease may be executed in counterparts and any facsimile, photographic and/or other electronic transmission of this lease which has been manually or electronically signed by you when manually or electronically countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes (including any enforcement action under paragraph 12) and will be admissible as legal evidence thereof. Both parties waive the right to challenge in court the authenticity of a faxed, photographic, or other electronically transmitted or electronically signed copy of this Agreement and any schedule.

15. OVERAGES AND COST ADJUSTMENTS: You agree to comply with any billing procedures designated by us, including notifying us of the meter reading on the Billing Date. If meter readings are not received, we reserve the right to estimate your usage and bill you for that amount. We may bill you a per page charge for all pages produced between the date of your final invoice and the date when you satisfy your obligations under this Agreement and either purchase or return the equipment to us.

16. COMPUTER SOFTWARE: Notwithstanding any other terms and conditions of this Agreement, you agree that as to software only: a) We have not had, do not have, nor will have any title to such software, b) You have executed or will execute a separate software license Agreement and we are not a party to and have no responsibilities whatsoever in regards to such license Agreement, c) You have selected such software and as per Agreement paragraph 5, **WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR DEFECTIVE NATURE OF SUCH SOFTWARE, SYSTEMS INTEGRATION, OR OTHERWISE IN REGARDS TO SUCH SOFTWARE. CUSTOMER'S LEASE PAYMENTS AND OTHER OBLIGATIONS UNDER THIS LEASE AGREEMENT SHALL IN NO WAY BE DIMINISHED ON ACCOUNT OF OR IN ANY WAY RELATED TO THE ABOVE SAID SOFTWARE LICENSE AGREEMENT OF FAILURE IN ANY WAY OF THE SOFTWARE.**

Master Premier Lease Agreement

APPLICATION NUMBER

AGREEMENT NUMBER

This Master Premier Lease Agreement ("Agreement") is written in "Plain English". The words **you** and **your**, refer to the customer (and its guarantors). The words **Lessor, we, us** and **our**, refer to **Konica Minolta Premier Finance, a program of Konica Minolta Business Solutions U.S.A., Inc., its subsidiaries and affiliates.** (Supplier)

CUSTOMER INFORMATION

FULL LEGAL NAME

STREET ADDRESS

CITY STATE ZIP PHONE* FAX

BILLING NAME (IF DIFFERENT FROM ABOVE)

BILLING STREET ADDRESS

CITY STATE ZIP E-MAIL

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

*By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Lessor and its affiliates and agents. This Express Consent applies to each such telephone number that you provide to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

SUPPLIER INFORMATION

NAME OF SUPPLIER

STREET ADDRESS

CITY STATE ZIP PHONE FAX

TERMS AND CONDITIONS (THIS AGREEMENT CONTAINS PROVISIONS SET FORTH BELOW, ALL OF WHICH ARE MADE A PART OF THIS AGREEMENT.)

1. LEASE AGREEMENT: You agree to lease from us the personal property as identified in Schedules to this Master Premier Lease Agreement from time to time signed by you and us (such property and any upgrades, replacements, repairs and additions referred to as "Equipment") for business purposes only. You may issue Purchase Orders that incorporate by reference, this Master Premier Lease Agreement and the related Non Appropriation Rider and if so incorporated by reference, each such Purchase Order will constitute a Schedule for the purposes of this Master Premier Lease Agreement. Each Schedule is a separate assignable lease. To the extent the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such property shall be referred to as the "Software". You agree to all of the terms and conditions contained in this Agreement and any Schedule, which, along with the terms and conditions in the Master Agreement and Participating Addendum are a complete statement of our Agreement regarding the listed equipment ("Agreement"). This Agreement may be modified only by written Agreement and not by course of performance. This Agreement becomes valid upon execution by or for us. The Equipment is deemed accepted by you under the applicable Schedule unless you notify us within five (5) days of delivery that you do not accept the Equipment and specify the defect or malfunction. In that event, at our sole option, we or our designee will replace the defective item of Equipment or this Agreement will be canceled and we or our designee will repossess the Equipment. You agree that, upon our request, you will sign and deliver to us, a delivery and acceptance certificate confirming your acceptance of the Equipment leased to you. This Agreement will continue from the Billing Date for the Term shown. Any extension or renewal of the Term will be in accordance with the Term extension and renewal terms and conditions of the NASPO ValuePoint (lead by the State of CO) Contract Number 140597 as modified by that certain Participating Addendum between you and Konica Minolta Business Solutions U.S.A., Inc. **THE BASE RENTAL PAYMENT SHALL BE ADJUSTED PROPORTIONATELY UPWARD OR DOWNWARD, IF THE ACTUAL COST OF THE EQUIPMENT EXCEEDS OR IS LESS THAN THE ESTIMATE PROVIDED TO LESSEE.** If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You authorize us to insert or correct missing information on this lease including your proper legal name, serial numbers, other numbers describing the Equipment and other omitted factual matters, providing they do not contradict the language in the Master Agreement or Participating Addendum. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignee or third parties having an economic interest in this Agreement, any Schedule or the Equipment.

2. RENT: Rent will be payable in installments, each in the amount of the Monthly Payment (or other periodic payment) shown plus any applicable sales and/or use tax. If we pay any tax on your behalf, you agree to reimburse us promptly along with a processing fee. Subsequent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period or as otherwise agreed. We will have the right to apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. **Your obligation to make all Monthly Payments (or other periodic payment) hereunder is absolute and unconditional and you cannot withhold or offset against any Monthly Payments (or other periodic payment) for any reason.** You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree cash and cash equivalents are not acceptable forms of payment for this Agreement and that you will not remit such forms of payment to us. **WE BOTH INTEND TO COMPLY WITH ALL APPLICABLE LAWS. IF IT IS DETERMINED THAT YOUR PAYMENTS UNDER THIS AGREEMENT OR UNDER A SCHEDULE RESULT IN AN INTEREST PAYMENT HIGHER THAN ALLOWED BY APPLICABLE LAW, THEN ANY EXCESS INTEREST COLLECTED WILL BE APPLIED TO AMOUNTS THAT ARE LAWFULLY DUE AND OWING UNDER THIS AGREEMENT OR WILL BE REFUNDED TO YOU. IN NO EVENT WILL YOU BE REQUIRED TO PAY ANY AMOUNTS IN EXCESS OF THE LEGAL AMOUNT.**

(Continued on back)

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT: THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

LESSOR ACCEPTANCE

Konica Minolta Premier Finance

LESSOR

AUTHORIZED SIGNER

TITLE

DATED

CUSTOMER ACCEPTANCE

X

FULL LEGAL NAME OF CUSTOMER (as referenced above)

AUTHORIZED SIGNER

DATED

FEDERAL TAX I.D. #

PRINT NAME

TITLE

To help the Government fight the funding of terrorism and money laundering activities, Federal Law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means is, when you open an account, we will ask for your name, address and other information that will allow us to identify you; we may also ask to see identifying documents.

See reverse side for additional terms and conditions.

3. OWNERSHIP OF EQUIPMENT: We are the Owner of the Equipment and have sole title (unless you have a \$1.00 purchase option) to the Equipment (excluding software). You agree to keep the Equipment free and clear of all liens and claims.

4. WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABILITY. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS". You acknowledge that none of Supplier or their representatives are our agents and none of them are authorized to modify the terms of this Agreement or on any Schedule. No representation or warranty of Supplier with respect to the Equipment will bind us, nor will any breach thereof relieve you of any of your obligations hereunder. You are aware of the name of the manufacturer or supplier of each item of Equipment and you will contact the manufacturer or supplier for a description of your warranty rights. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, the manufacturer or Supplier of the Equipment. **THIS AGREEMENT AND EACH SCHEDULE CONSTITUTES A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** You agree that any manufacturer or Supplier warranty is a separate and independent obligation of Supplier to you, that no assignee of the Lessor shall have any obligation to you with respect to such warranty and that your obligations under this Agreement are not subject to setoff, withholding, reduction, counterclaim or defense for any reason whatsoever including, without limitation, any claim you may have against Supplier.

5. LOCATION OF EQUIPMENT: You will keep and use the Equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the Agreement's term, if you do not purchase the Equipment, you will make the Equipment available for pick up, in retail resalable condition (normal wear and tear acceptable), full working order, and in complete repair.

6. LOSS OR DAMAGE: You are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid Monthly Payments (or other periodic payments shown) for the full Agreement term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at four percent (4%) per year. Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney in fact to execute in your name any insurance drafts or checks issued due to loss or damage to the Equipment.

7. COLLATERAL PROTECTION AND INSURANCE: You are responsible for keeping the Equipment in good working order. Except for ordinary wear and tear, you are responsible for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, you agree to continue to pay the amounts due and to become due hereunder without setoff or defense. You agree to cooperate with us and any insurer in the placement of any coverage and claims thereunder.

8. INDEMNITY: We are not responsible for any loss or injuries caused by the installation or use of the Equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury caused by the Equipment. **We reserve the right to control the defense and to select or approve defense counsel. This indemnity survives the expiration or termination of this Agreement.**

9. TAXES AND FEES: You agree to pay when invoiced all sales and/or use taxes and fees relating to this Agreement or the Equipment unless a valid exemption certificate is supplied. We will file all tax returns. We reserve the right to charge a fee upon termination of this Agreement either by trade-up, buy-out or default. Any fee charged under this Agreement may include a profit and is subject to applicable sales and/or taxes.

10. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT. We may sell, assign, or transfer this Agreement and/or the Equipment with notice. You agree that if we sell, assign, or transfer this Agreement and/or the Equipment, the new Lessor will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of the new Lessor will not be subject to any claims, defenses, or set offs that you may have against the Supplier. Whether or not you are notified of such assignment. The cost of any Equipment, Software, services and other elements of this Agreement has been negotiated between you and the Supplier. None of Lessor's assignees will independently verify any such costs. Lessor's assignees will be providing funding based on the payment you have negotiated with Supplier. You are responsible for determining your accounting treatment of the appropriate tax, legal, financial and accounting components of this Agreement.

11. DEFAULT AND REMEDIES: (a) If you do not pay any lease payment or other sum due to us within forty-five (45) days of when due or other party when due or (b) if you break any of your promises in the Agreement or any other Agreement with us or (c) if you, or any guarantor of your obligations become insolvent or commence bankruptcy or receivership proceedings or have such proceedings commenced against you, you will be in default. If any part of a payment is more than three (3) days late, you agree to pay a late charge of one percent (1%) of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may do any one or all of the following; (a) instruct Supplier to withhold service, parts and supplies and / or void the Customer One Guarantee; (b) terminate or cancel this Agreement and/or any and all Schedules and you agree to compensate us, not as a penalty, by paying, the sum of: (i) all past due and current Monthly Payments (or other periodic payments) and charges due under this Agreement and any Schedule; (ii) the present value of all remaining Monthly Payments (or other periodic payments) and charges for the remainder of the term of such Schedule, discounted at the rate of four percent (4%) per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the present value (at the same discount rate as specified in clause (ii) above) of the amount of any purchase option with respect to the Equipment or, if none is specified, our anticipated value of the Equipment at the end of the initial term of such Schedule (or any renewal thereof); and (c) require you to return the Equipment to us to a location designated by us (and with respect to any Software, (i) immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (ii) demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; and/or (iii) cause the Software supplier to terminate the Software license, support and other services under the Software license). We may recover interest on any unpaid balance at the rate of four percent (4%) per annum but in no event more than the lawful maximum rate. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of Lessor or its Assignee or any other law. You agree to pay our reasonable costs of collection and enforcement, including but not limited to attorney's fees and actual court costs relating to any claim arising under this Agreement including, but not limited to, any legal action or referral for collection. If we have to take possession of the Equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed Equipment will be credited against what you owe us **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL INDIRECT OR INCIDENTAL DAMAGES FOR ANY REASON WHATSOEVER.** You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. All of our rights are cumulative. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive lessee's rights under Article 2A (508-522) of the UCC.

12. UCC FILINGS: You grant us a security interest in the Equipment if this Agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument in order to show our interest in the Equipment.

13. CONSENT TO LAW, JURISDICTION, AND VENUE: This Agreement shall be deemed fully executed and performed in the state of Lessor or its Assignee's principal place of business and shall be governed by and construed in accordance with its laws. If the Lessor or its Assignee shall bring any judicial proceeding in relation to any matter arising under the Agreement, the Customer irrevocably agrees that any such matter may be adjudged or determined in any court or courts in the state of the Lessor or its Assignee's principal place of business, or in any court or courts in Customer's state of residence, or in any other court having jurisdiction over the Customer or assets of the Customer, all at the sole election of the Lessor. The Customer hereby irrevocably submits generally and unconditionally to the jurisdiction of any such court so elected by Lessor in relation to such matters. **BOTH PARTIES WAIVE TRIAL BY JURY IN ANY ACTION BETWEEN US.**

14. LESSEE GUARANTEE: You agree, upon our request, to submit the original of this Agreement and any schedules to the Lessor via overnight courier the same day of the facsimile or other electronic transmission of the signed Agreement and such schedules. Both parties agree that this Agreement and any schedules signed and submitted to us by facsimile or other electronic transmission shall, upon execution by us (manually or electronically, as applicable), be binding upon the parties. You waive the right to challenge in court the authenticity of a faxed or other electronically-transmitted signed copy of this Agreement and any schedule and agree that the faxed or other electronically-transmitted copy containing your faxed or other electronically-transmitted signature and our manual or electronic signature shall be considered the sole original for all purposes, including without limitation, any enforcement action under paragraph 11.

15. COMPUTER SOFTWARE: Notwithstanding any other terms and conditions of this Agreement, you agree that as to Software only: a) We have not had, do not have, nor will have any title to such Software, b) You have executed or will execute a separate software license Agreement and we are not a party to and have no responsibilities whatsoever in regards to such license Agreement, c) You have selected such Software and as per Agreement paragraph 4, **WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR DEFECTIVE NATURE OF SUCH SOFTWARE, SYSTEMS INTEGRATION, OR OTHERWISE IN REGARDS TO SUCH SOFTWARE. CUSTOMER'S LEASE PAYMENTS AND OTHER OBLIGATIONS UNDER THIS LEASE AGREEMENT SHALL IN NO WAY BE DIMINISHED ON ACCOUNT OF OR IN ANY WAY RELATED TO THE ABOVE SAID SOFTWARE LICENSE AGREEMENT OF FAILURE IN ANY WAY OF THE SOFTWARE.**

ATTACHMENT E, KONICA STANDARD MAINTENANCE TERMS AND CONDITIONS – SCHEDULE A

The following terms and conditions apply to the provision of services by Konica Minolta Business Solutions U.S.A., Inc. (KMBS) to the Customer during the term of this Agreement.

Equipment Services

100. Service Coverage Hours: Standard services under this Agreement are provided during normal business hours 8am-5pm, Monday through Friday, exclusive of core National holidays observed by KMBS.

101. Extended Coverage Services: Extended coverage services outside of standard coverage hours may be available on a per-event charge or fixed monthly premium.

102. Equipment Services: Equipment services provided under this Agreement include labor and parts required to maintain covered Equipment in a normal operating condition as set forth in the equipment specifications detailed on <http://kmbs.konicaminolta.us>.

103. Preventative Maintenance: Preventive maintenance shall be performed as needed to ensure optimal operation of Equipment. This includes component replacement, adjustments and cleaning. End-user maintenance as defined in the Equipment's user guide is not covered.

104. Disclaimer: Repairs and/or services that fall outside the scope of this Agreement may be billed at the rates outlined in the Master Agreement, with prior authorization. This includes but is not limited to abuse/misuse, alteration or modification, 3rd party interference, use of non-standard supplies, usage beyond recommended operating parameters, theft, neglect, fire, water, casualty or other natural force. Failure to authorize repair and/or services may result in suspension or termination of this Agreement.

105. Site Environment: Customer shall be responsible to ensure that Equipment is placed in a location that meets manufacturer's requirements (available on the KMBS website) including space, power, network, temperature and humidity. Electrical power must meet voltage, amperage and electrical noise level requirements. KMBS personnel will be granted reasonable and safe access to perform services when required.

106. Prerequisite to service: For Equipment not previously under a continuous maintenance agreement, KMBS may need to confirm the

Equipment is in good working condition before the start of this Agreement. Remedial service may be required to bring the Equipment to proper operating standards and the labor and parts associated will be billed at the Master Agreement rates. A quote will be provided for Customer approval before work begins.

107. Relocation and Move Preparation: When requested, relocation services will be performed and billed at contract rates. Coverage at the new location is subject to service availability and acceptance by KMBS.

108. Initial Installation: Physical installation, removal of packing material and initial setup of Equipment will be performed by KMBS using default configuration settings at the location specified by Customer. Application of custom settings can be requested prior to installation. KMBS reserves the right to assess additional charges depending upon the extent of custom setup requirements.

109. Service Replacement: KMBS reserves the right to replace a device, at no additional cost to Customer, with a comparable unit when repair of the original device is not practical or economically feasible.

110. Color Calibration and Management: Routine and periodic color calibration and management of production color print profiles is not covered by this Agreement.

111. Additional Customer Requested Services: Customer may request services be performed that are outside the scope of this Agreement. Such services will not be covered under the Master Agreement, and shall be quoted and performed at agreed upon rates.

Supplies and Consumables

200. Consumable Supplies: If a supplies inclusive option is selected, KMBS will provide toner for covered Equipment on an as needed basis. Consumable supplies do not include staples (unless selected) or paper. Wide format equipment may have other coverage options and/or exclusions. The consumable supplies provided are the property of

KMBS until they are consumed and are intended to be used exclusively in the covered Equipment. Customer bears the risk of loss of unused supplies in the event of theft, employee misconduct, fire or other mishap.

201. Expected Yield: Pricing under this Agreement is based on published and commercially reasonable expectations of supply and consumables consumption. At its discretion, KMBS may perform an audit of supply/consumables consumption and Equipment usage data to determine consumption levels. In the event the actual consumption levels exceed the levels used to determine contract pricing by more than 20%, KMBS shall have the right to invoice for the excess consumption.

202. Supply Source: Genuine Konica Minolta supplies will be used under this Agreement for Konica Minolta Equipment. For non- Konica Minolta products KMBS will provide fully compatible toner and print cartridges for use in covered Equipment.

203. Auto Supply Delivery: If services are provided as part of a managed services agreement, KMBS requires a designated Customer contact(s) to confirm supply shipments via email and maintain delivery address information via MyKMBS.com or other agreed methodology.

Software and Solutions

300. Licenses: KMBS hereby grants the Customer the non- exclusive, non-transferable right to install, and use the software, updates, upgrades and patches included in this Agreement, provided the Agreement is in effect.

301. License Reactivation: Customer is responsible to safeguard software license keys. KMBS may charge a reactivation fee in the event license keys need to be regenerated.

302. Site Environment: Customer shall be responsible to insure that software is installed in an environment that meets manufacturer's requirements including operation system level, disk space, power, network, temperature and humidity.

303. Data Backups and restoration: Customer is responsible to manage server data backups. KMBS recommends adherence to industry best practices for backup procedures. In the event of a catastrophic data loss, the Customer is expected to restore the environment and data to prior state.

304. Access: Customer shall provide KMBS personnel with access to the servers and/or Equipment where the software is installed.

Customer shall arrange and ensure that one of its employees or designated agents are present at all times when KMBS is performing maintenance and support services.

305. Solutions warranty: KMBS makes no warranty regarding the fitness of software that may or may not have been executed in conjunction with this Agreement for any particular use. If any 3rd party software or services are included at the time of sale, those warranties would be covered under the 3rd party end user license agreement or the master agreement between the 3rd party and KMBS.

306. Solution Integration: Solution integration with print output devices covered under this or another agreement may be affected by existing Customer software, configuration changes or other network environment issues. KMBS reserves the right to assess additional charges to resolve complex integration issues, including situations where the solution was initially provided by KMBS.

307. Term: Coverage for both level 0 (Software maintenance) and level 1 (Helpdesk support) begin at time of installation of software at Customer's location. Level 1 support is only available when level 0 supports are in effect.

Software Maintenance (Level 0) and Helpdesk (Level 1)

400. Software Maintenance (Level 0): If this option is selected, the Customer is entitled support as defined in the 'Patches and Updates' sections.

401. Patches and Updates: Customer is eligible to receive periodic maintenance patches, hot-fixes and updates for licensed software covered under maintenance. Excluded are full version upgrades (i.e. v1.2 to v2.0) and the installation services required to install patches, hot-fixes and updates.

402. Access to patches and updates: Customer will be provided access to a website operated by KMBS or 3rd party supplier where patches and updates are accessible for download.

403. Start of service: Start of service rules may vary by OEM, software activation is expected within 30 days of purchase or install whichever comes first.

404. Current version: Customer is required to keep software and OS at the latest recommended version levels. Failure to perform recommended updates may result in suspension and/or termination of services under this Agreement.

405. Solutions Helpdesk Support (Level 1): If

this option is selected, expert helpdesk support is available to the Customer to assist with covered software solutions including, PageScope Enterprise, Print Groove, Dispatcher Pro and select 3rd party solutions. Included are helpdesk services related to end-user support, baseline workflows, features and administrative functions involved in the operation of the software and workflows. Customer participation is required for remote and/or on-site support.

Professional Services, Solutions and Network

500. Initial Assessment: Customer agrees to provide or assist in gathering network configuration details needed by KMBS to perform contracted services.

501. Basic Network Services (BNS): BNS, where offered, covers common network integration in a MS Windows™ centric environment with typical network schema and print/scanning requirements. KMBS reserves the right to assess additional fees depending on the extent of the network integration requirements needed.

502. Technical Pilot: When required Customer agrees to participate in a technical pilot where software installation, configuration, use cases and integration requirements are determined. Customer also agrees to participate in testing of the system(s).

503. Solution Baseline: Solution baseline is defined as the operating level and configurations agreed to by Customer and KMBS upon completion of the technical pilot and testing.

504. Enhancements: Enhancements and professional services beyond the baseline capabilities of the solution are available at an additional charge.

505. Digital Connected Support: Unless this option has been declined, expert helpdesk support is available to the Customer to assist with issues associated with device connectivity to network, printing from desktop applications, graphics application, scanning and support on many other digital machine functions. Configuration updates that are the result of changes to the Customer network environment are not included.

506. Customer Data: KMBS shall not be liable for any claims, damages and cost relating to loss of data or disclosure of data due to acts or omissions of Customer or its employees, end-user errors or release of administrator password.

507. Hard Drive Security: If 'bizhub SECURE' or a comparable option has been ordered, KMBS will provide advanced security services. These services include real-time, hard-drive encryption (level 2 encryption – comparable to Department of Defense standards and US Air Force standards) and document data security through disk over-write as well as user mailbox data deletion, HDD encryption, HDD lock and administrative password (according to Customer policy). KMBS Standard Maintenance Terms and Conditions - Schedule A

508. Professional Services Projects: When requested by the Customer, KMBS can provide professional services associated with the enhancement of the Customer's printing, network connectivity, end of life hard drive disposal, fleet management, user experience, production management, job tracking and document environment. Such projects will be quoted and upon approval, performed and billed at the Master Agreement rates.

509. Basic Production Services (BPS): Complex products are offered with comprehensive end-user training (BPS). The training is crucial to proper equipment operation and to ensure the Customer achieves satisfactory output. Service related to operator deficiency will be performed and billed at Master Agreement rates. Additional end user training when requested can be provided and will be billed at the Master Agreement rates.

Meter and related

600. Meter Readings: Customer agrees to provide KMBS with a timely meter reading prior to the end of the billing period to be used to generate maintenance invoices. Should the Customer fail to provide KMBS with timely meter reads KMBS reserves the right to estimate meter readings. Repetitive failure of Customer to provide timely and accurate meter readings may result in the conversion of associated Equipment to flat monthly fee billing.

601. Definition of a Print: Each 8.5"x11" image generated by the covered Equipment is considered a 'print'. Larger paper sizes result in images that are a multiple of a single print based on length (17" =2 prints, 27" = 3 prints, 36" = 4 prints and over 36" =5 prints). For 'wide format' equipment, one square foot of output equals one print. Duplex images count as twice the rate of simplex prints.

602. Electronic Meter Collection: KMBS offers

vCare and other network based machine data collection methods for Customer convenience, billing accuracy and to enhance service effectiveness. Unless specifically directed otherwise, KMBS will enable vCare or network monitoring on capable Equipment. Should Customer opt-out of utilizing vCare, KMBS reserves the right to assess an incremental invoicing fee not to exceed twenty-five dollars (\$25) per invoice

603. Feet Device Monitoring: If the Customer agrees to allow KMBS to install and maintain server based software to monitor the printing devices on the Customer network, and the monitoring software cannot reliably operate in the Customer's environment for any reason, KMBS reserves the right to suspend or terminate services under this Agreement.

Maintenance

700. Aggregate Meter Billing: Increases in the maintenance and base usage charges for contracts with aggregate meter billing will occur at the annual anniversary of the initial establishment of the usage pool.

701. Auto Add of Equipment: Where the use of 'Fleet Device Monitoring' as part of a managed print program has been agreed to, it will be used to detect new devices and add such devices to this Agreement based on Master Agreement pricing. The added device(s) will be covered under the terms of this Agreement. The Customer will be notified via email and may reject the addition of the device(s) by contacting KMBS.

Payment and Termination

800. Terms of Payments: Payments are due 30

days from the invoice date. Customer shall be responsible to pay all applicable sales, use, personal property or other taxes when due. NO CASH PAYMENTS ACCEPTED. Accepted manners of payment are by major credit card, check made payable to KMBS, or ACH transfer.

801. Default: Should Customer violate any aspect of this Agreement including payment obligations, or in the event Customer is insolvent and/or declares bankruptcy, KMBS may suspend or terminate any or all portions of this Agreement and may enter the Customer's premises to recover property or equipment owned by KMBS.

802. Termination: During the term of this Agreement or any renewal thereof, the Customer or KMBS may provide the other party 30-day written notice of cancellation or intention not to renew with or without cause.

900. Entire Agreement: This is the entire agreement between Customer and KMBS on the subject matter hereof and supersedes any proposal or prior agreement, oral or written, or any other communications relating to maintenance services for KMBS equipment and it may not be released, discharged, changed, or modified except by an instrument in writing signed by a duly authorized representative of each party. Customer agrees that any Purchase Order or other documentation issued to KMBS covering the equipment or maintenance is issued for purpose of authorization and Customer's internal use only, and any terms and conditions contained therein shall not modify or add to the terms and conditions of this Agreement. This Agreement will not be effective until accepted by an authorized representative of KMBS. Notice of acceptance is hereby waived by Customer.

Attachment F – MPS Statement of Work

Scope of Services

Between:
Konica Minolta Business Solutions
hereby designated as "KMBS"
and

Company: _____

Address: _____

City: _____, State: _____ Zip: _____

hereby designated as "the Customer" for

hereby designated as "the Software Solution"



Project #:
Business Solutions Architect:
Sales Representative:
Branch:
Date:

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NASPO ValuePoint MPS Statement of Work

Contract Number **XXX**
With the State of **XXXXX**

Agency/Customer:		Contractor:	
Contact Name:		Contact Name:	
Address:		Address:	
Email:		Email:	
Phone:		Phone:	
Fax:		Fax:	
		Contractor website:	
Print Assessment Date:		Period of Performance:	
Statement of Work must incorporate the following documents:			
NASPO ValuePoint Master Agreement # _____		<i>[Imbed document here]</i>	
Participating Addendum # _____		<i>[Imbed document here]</i>	
Contractor's Print Assessment		<i>[Imbed document here]</i>	

1. Introduction

Konica Minolta is pleased to provide your organization with a comprehensive managed print services (MPS) Scope of Services. The Professional Services we provide are based on our Consult - Implement - Manage methodology in alignment to your desired business outcomes. Using our defined process, we are committed to delivering a program that will benefit your company.

Our program is designed to help manage your existing print devices and establish a future print strategy that will evolve with your business needs.

This Scope document serves to define all tasks, responsibilities, products, services, and scheduling required to complete this project. The intent of this document is to insure that each party understands the parameters of the project and to insure that proper expectations are met.

Please examine all aspects of this document prior to signing it. It will be the baseline for the project. Any further revisions to the scope of the project will be made as a written Addendum to this Statement of Work. Addendums may require further negotiations prior to implementation. Each Addendum should be completed individually and signed prior to performing any work.

This Statement of Work is subject to the terms and conditions of the Participating Addendum **XXX**, including terms and conditions incorporated via NASPO ValuePoint Master Agreement **XXX**. Terms that apply to this Statement of Work include but are not limited to Data Security, Data Breach, Equipment Guarantees, Performance Penalties, and Payment

2. Overview

The key to right-sizing printer and multifunction copier fleets is a thorough assessment of the current installed base. Accurate measurement of the current print operations using the suite of Konica Minolta managed print tools, as well as on-site consultations, will allow Konica Minolta Business Solutions to begin the MPS program in your company. Installation of the Konica Minolta Service Tag, in combination with device mapping, will begin the Interviews and will help illustrate current and projected solutions to achieve device reduction.

Konica Minolta Business Solutions will conduct a print assessment of overall device fleet in the selected locations, utilizing a combination of comprehensive software tools and a manual walk-through of the location. The data collected during this phase will be used to determine ongoing right-sizing recommendations validated as via data collected from actual printer activity.

Customer shall bear all risk of theft, loss or damage not caused by KMBS employees or agents, to the installation of the Vendor Solution Product and all updates, upgrades and patches to be installed under this Statement of Work. Customer agrees to indemnify, defend and hold harmless KMBS, its officers, directors, employees and agents from all loss, liability, claims or expenses (including reasonable attorneys' fees) arising out of Customer's use of the Vendor Solution Product and all updates, upgrades and patches, including but not limited to liabilities arising from illegal use of KMBS equipment as well as bodily injury, including death, or property damage to any person, unless said injuries, death or property damage was caused solely as the result of a negligent or intentional act or omission by KMBS.

NO PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT OR PUNITIVE DAMAGES OR ANY LOSS OF PROFIT, REVENUE, DATE OR GOODWILL, WHETHER INCURRED OR SUFFERED AS A RESULT OF THE USE OF THE PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

3. Objectives

Konica Minolta Business Solutions will perform asset tagging, floor mapping, site surveys and needs analysis to help you implement the best solution to meet your requirements, while maximizing your financial resources. Once the program is operational, Konica Minolta will provide daily monitoring, maintenance and service for your fleet of print devices allowing your staff to spend more time on core business functions and strategic initiatives. Periodic account reviews (PAR) will be scheduled to review program operations, reports, strategy and long-term improvements.

4. Installation

Konica Minolta will begin the program implementation process, which includes:

- Validating your devices on contract
- Set-up/expansion (as required) of the Consult App for proactive device management
- Establishing and initializing automatic system processes (Auto toner delivery)
- Tagging your devices with a Konica Minolta asset tag for program identification
- Walkthrough and Fleet Mapping
- Development of a program communication plan for staff

There will be minimal disruption of day-to-day operations as our team performs the walkthrough and mapping of devices. However, escorts and business process leaders may be requested to assist in facilitating this process. Equipped with current floor plans and device lists, each team member will accurately map device to the plans. Departments will be identified, allowing for pooling of like printing requirements. Devices such as printers, fax machines and all-in-ones that are not connected to the customer's network will be added to the mapping documents. This mapping is a key component in the MPS program success and critical in collecting requirements for multifunction features.

5. Exclusions

The following areas are not included in the scope of this Statement of Work:

- Any configuration or training outside of the scope of this document.

- Any systems testing due to environment changes.
- Any onsite training or configuration after project is completed.
- Any additional on-site technical support not specified in this document.
- Customer is responsible for the hardware installation and training environment needed for a successful implementation.
- Support for any configuration outside of this recommendation with respect to high availability, and failover features.

6. Requirements:

KMBS assumes that the Customer will have a standard network topology with connectivity already installed for all servers and workstations, printing established to the Konica Minolta Bizhub(s), as well as network connectivity for all printing and scanning output devices included in this Statement of Work.

Site Accessibility:

- **Network Accessibility**
KMBS assumes that the Customer's network will be accessible for any additional installation or expansion of the Consult application, and that the Customer's Network Administrators will be available on site or via remote access.
- **Floor Maps provided to Konica Minolta team to prior to the tagging and walkthrough**
KMBS assumes all mapping is provided in advance to ensure a full and proper assessment is performed.
- **Complete IP schema provided** as part of the ongoing MPS program the list can be reduced to include only nodes associated with the output devices.
- **Availability of Customer's Network IT support while on site**
KMBS assumes that the Customer's Network support personnel will be available to verify and assist in any network connectivity troubleshooting should any data collection issues arise, before, during and after installation.
- **Customer will provide a person designated as the MPS Administrator** during the installation and setup phase. During the tagging and mapping phase. Following this phase of the program this individual will be the resident SME (Subject Matter Expert).

7. Completion Criteria

This Statement of Work / Project shall be deemed complete when all of the requirements detailed in Appendix A have been met. At which point the customer shall sign and return the Certificate of Acceptance (COA). Should there be a failure to obtain a signed COA from the customer and there not being any customer communication regarding outstanding concerns or issues, then this project shall be deemed completed and closed by all parties.

8. Post-Sales Support

The KMBS Digital Solution Center provides Tier 1 (one) product support for issues with the Software Solution for the duration of the active software maintenance and services contract. This includes repairs required and remedied by patches and incremental upgrades. This does not include support based upon customer environment changes that impact the software solution, nor to modification of the software workflow beyond the original scope or after the implementation project is complete.

Submitting Solutions Support Requests

Contact Option	Point of Contact	Notes
WEB	http://www.MyPrintJobs.com/Support	Best for application administrators and power users who are familiar with the application and the operating environment.
E-Mail	SolutionsSupport@KMBS.KonicaMinolta.us	
Self Help	http://kmbs.konicaminolta.us	From this link, click "Find Support" located in the top banner. Several options will be revealed, such as: Driver downloads, User Guides and Self-Help Product Support.

Telephone	800-456-5664	Appropriate for MFP and routine use situations. Recommended for single user assistance instead of issues impacting the application.
Operating Hours	8:00 A.M. – 8:00 P.M. (EST)	Monday through Friday. Standard company holidays are observed.

For additional details, see Customer Expectation Guide Solutions Support

9. Reasonable Effort

It is the responsibility of both Konica Minolta and the customer to make every effort to complete this project within agreed upon timelines. Should, after ninety (90) days from date of acceptance, the project not be completed or have reasonably advanced, due to customer non-response or delays, Konica Minolta reserves the right to cancel this agreement.

10. Project Timetable / Phase *(Proposed)*

Milestones	Target Completion

12. Acceptance of Statement of Work

Please carefully review this document. KMBS will ONLY be authorized to perform work that is specifically listed in this Statement of Work. Any additional work will need to be scheduled as a future call. Any additional requests or revisions to this Statement of Work must be recorded by an amendment to this Statement of Work and will be billed accordingly, based upon the KMBS hourly service rate, per the Master Agreement price list.

To accept this Statement of Work, please sign & date above where indicated. No additional service call can begin until this Statement of Work is complete. Please keep original at your location. At the completion of the Statement of Work, a copy will be returned to you.

13. Project Changes

Only members of the KMBS & Customer project teams may be authorized to discuss any modifications or addenda to this Statement of Work. [Please see Appendix C for details and the Change Order Request Form.](#)

14. Project Team

Customer Contacts: (key people to work with)

Company Name			
Name	Title/ Department	Phone	Email Address

IT Contact Information	In House IT Department:	Yes <input type="checkbox"/>	No <input type="checkbox"/>

KMBS Contacts *(At least one sales rep)*

Name	Title	Phone	Email Address

**Customer
Signature:**

Name: _____ **Title:** _____
Company: _____ **Date:** _____

**KM
Signature:**

(Authorized Signatures: Business Solutions Consultant or Director of Professional Services)

Name: _____ **Title:** _____
Company: Konica Minolta Business Solutions, U.S.A., Inc. **Date:** _____

Appendix A - Implementation Details

Company Name:
 Address:
 Project #:



Introduction

This document covers the specifics of the implementation plan proposed for this SOW. Any additional project objective or training will be billed accordingly; based upon KMBS Solutions pricing and standard hourly training rate at the time of the request.

Project Objective

Scope of Services Details

Customer Account *(Create Customer Account @ https://app.thereceptionist.com/sign_up)*

Created:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Account email:		Password:	
Plan Type:	<input type="checkbox"/> Basic 1-24 <input type="checkbox"/> Premium 25-49 <input type="checkbox"/> Pro 50-99 <input type="checkbox"/> Enterprise	Start Date:			
Install App:	<input type="checkbox"/> KM <input type="checkbox"/> Customer	Name of Account Owner:			
# of Locations:		Stands Included:	<input type="checkbox"/> Yes <input type="checkbox"/> No		

Location Name	Location Address	Primary POC Name	Contact Information

Branding *(Home Screen)*

Welcome Message:							Logo Provided:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Background Color:	R	G	B	or Pantone		or Hex		
Highlight Colors:	R	G	B	or Pantone		or Hex		

Buttons to Create

Check In							
	Required	Message					Field Type
Field 1:	<input type="checkbox"/> Required						
Field 2:	<input type="checkbox"/> Required						
Field 3:	<input type="checkbox"/> Required						
Field 4:	<input type="checkbox"/> Required						
Field 5:	<input type="checkbox"/> Required						
Capture Photo:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> 2 way Chat					
<input type="checkbox"/> Badge Printing	<input type="checkbox"/> Name	<input type="checkbox"/> Company	<input type="checkbox"/> Visiting	<input type="checkbox"/> Photo	<input type="checkbox"/> Issued	<input type="checkbox"/> Valid	<input type="checkbox"/> Citizen <input type="checkbox"/> Logo
<i>Customer induction process can include: Text, YouTube Link or PDF Doc</i>							
Induction Process:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Description					
Response to Visitor	Header:						
	Body:						
Check Out							

Continued - Appendix A - Scope of Services Details Continued

Appendix B - Project Change Order Form

The only contacts from KMBS and Customer that may be authorized to discuss any modifications or addenda to this Statement of Work are

It may become necessary to amend the Statement of Work for reasons including, but not limited to, the following:

- Discretionary changes to the project schedule.
- Discretionary changes in the scope of the project.
- Requested changes to the work hours of Konica Minolta Business Solutions personnel.
- Non-availability of products or services that are beyond Konica Minolta Business Solution's control.
- Environmental or architectural impediments not previously identified.
- Lack of access to client personnel, data, or facilities necessary to complete project.
- In the event that it is necessary to change this Statement of Work, an amended Statement of Work will need to be completed and approved by

		Date:
Requestor:	Request #	
E-Mail:	Type:	
Phone:		

Change Description (Detailed description of the change. Reference attachments if necessary)	
Description:	
Justification:	
Impact if not implemented:	
Alternatives:	

Cost/Price Impact:

Implementation Date:

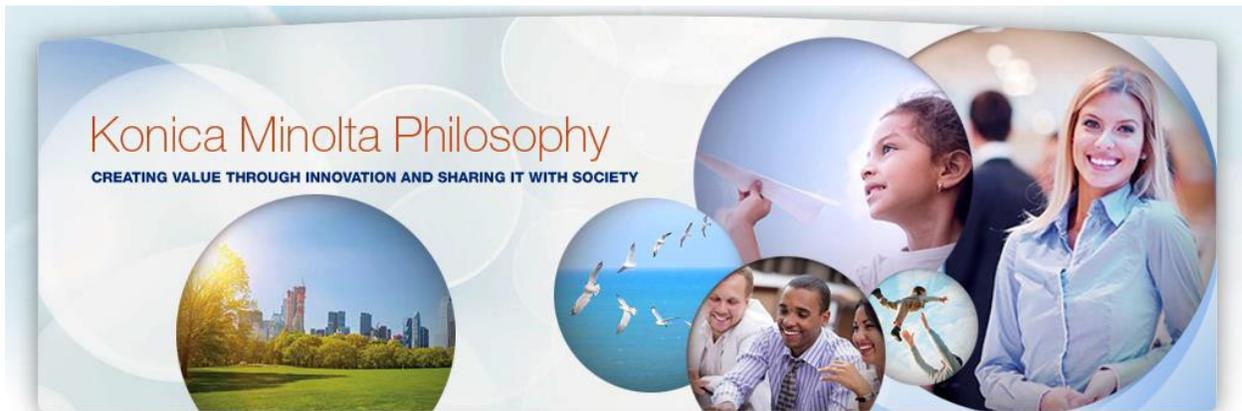
Approval			
Konica Minolta			
By:		By:	
Name:		Name:	
Title:		Title:	
Date		Date	



KONICA MINOLTA

Solutions Support

Customer Expectation Guide



Revision 1.2 – October 30, 2017

Solutions Support Expectation Guide

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Introduction

The Konica Minolta Solutions Support team is dedicated to providing our customers with the ultimate "Konica Minolta Customer Care Experience". The experience is simply defined as Predictable, Professional and Personalized.

The Solutions Support team provides customers of Konica Minolta multifunctional peripherals (MFPs) and Software Solutions a one-stop support desk for service. Your request for support is responded to by a Support Professional based upon the nature of your request and severity.

This document explains the Solutions Support team's customer support services and methodologies. It explains the options to submit a request, define priorities and review escalation procedures.

Values of support

Single Point of Contact

The contact used to order supplies and schedule repair visits will also connect you with skilled technical professionals.

Direct access to a specialist

Send an email or web request directly into the helpdesk and receive a response from an expert in your solution.

Open access

Anyone in your organization can submit a request.

Virtual On-Site Support

Response and resolution can be expedited by connecting to your computer. Assistance can be delivered as if the Solutions Professional was there.



Solutions Support Expectation Guide

Submitting Solutions Support Requests

Contact Option	Point of Contact	Notes
E-Mail	SolutionsSupport@KMBS.KonicaMinolta.US	Best for application administrators and power users who are familiar with the application and the operating environment.
WEB	https://goo.gl/gzsY9x	
Self Help	http://kmb.konicaminolta.us	From this link, click "Find Support" located in the top banner. Several options will be revealed, such as: Driver downloads, User Guides and Self-Help Product Support.
Telephone	800-456-5664	Appropriate for MFP and routine use situations. Recommended for single user assistance instead of issues impacting the application.
Operating Hours	8:00 A.M. – 8:00 P.M. (EST)	Monday through Friday. Standard company holidays are observed.

What information we need to support you

The more specifics we know about your needs, the better and more expeditiously we can process your support request. Please provide the following information.

1. Contact Name and phone number.
2. Company's name
3. Product or Software affected and reference number
4. Describe your problem symptoms, when first noticed and user base affected/impact
5. Additional comments, sample and details are always helpful



Solutions Support Expectation Guide

Severity Levels

Severity levels are used to prioritize our response to an incident. We assign a severity level upon receipt of your request. The assigned severity level is based upon the impact the application incident has on a client's operations. Konica Minolta may reassign a severity level, higher or lower, while investigating your request.

Severity	Remarks
SEV1 - Critical	Complete loss of system and significantly interrupts business processes.
SEV2 - High	Impairs a noncritical process and a viable/temporary work around has been identified.
SEV3 - Medium	Requests for modifications to existing configurations or workflows.
SEV4 - Low	Software Enhancement or Upgrade

Severity Level Response Times

Information in the table below outlines Konica Minolta's initial response time objectives. The response time is measured from when your request was received by the Solutions Support team to when a Solutions Support team member attempts to respond to your support request.

Severity	Initial Response	Resolution SLA
SEV1 - Critical	30 minutes	Continuous effort
SEV2 - High	4 Hours	15 days or less
SEV3 - Medium	Next Working Day	Determined by project
SEV4 - Low	Next Working Day	Determined by project



Solutions Support Expectation Guide

Solutions Support Flow

Receipt and confirmation

Your request will be assigned an incident number upon receipt. An email confirmation will be sent to you that will include: incident number, recap of reported issue, entitlement details and other significant info. The incident number will be your reference for following progress and updates.

Solutions Support Levels

A variety of tasks and responsibilities are performed at different Solution Support levels. The transition between levels is usually very short in duration and can be expedited when you provide details about your account and situation.

Solutions Support Level	Function	Duties
Level 1	Provides low severity entrance Solutions Support. Performs triage support and collects incident details.	<ul style="list-style-type: none">• Provide initial end user customer contact.• Evaluates request to determine next best course of action.• If escalated, relay request details to Level 2.
Level 2	Provides high severity entrance to Solution Support. Performs initial technical evaluation and assigns the request to a dedicated specialist.	<ul style="list-style-type: none">• Performs initial technical review of request.• Performs entitlement check and assigns an incident number.• Sends acknowledgement responds to the customer.• Assigns request to an application specialist.
Level 2A	Within the Solutions Support team, functions as the application specialist.	<ul style="list-style-type: none">• Provides technical response to request.• Ongoing, review incident for potential escalation, requests for field assistance or vendor intervention.

Repeated Attempts to Contact

Solution Support team representatives will initiate a minimum of three attempts to contact a customer regarding an open request. After three attempted contacts with no returned phone or e-mail response, the request will be considered closed.

Support Policies

Konica Minolta Business Solutions Standard Maintenance Terms and Conditions provide overall guidance of support policies, including software and solutions. In almost all cases, delivery of support is dependent upon the customer having a valid Maintenance & Support agreement for the specific solution. The following policies and practices shall govern the Solution Support team.



Scope of Services

Maintain solution at established baseline

Upon completion of the solution install or upgrade, the customer acceptance establishes the 'Baseline' of operation. KMBS is responsible for maintaining software operation at that established baseline to ensure business continuity.

Determination of cause

The Solutions Support team can help diagnose common errors and failures. With their assistance, the goal is to identify the root cause of the problem so that the appropriate resolution can be administered. For example: You attempt to print a file and it fails or produces an error. Is the root cause of the problem with the printer, the application that created the file, the data in the file or a network issue? The Solutions Support team can eliminate the requirement for multiple requests: to a technician, the IT Helpdesk, the software vendor.

Operating Environment changes

KMBS suggests impacts to solution baseline be considered prior to making changes to servers, networks, storage, authentication patterns etc. In the event unplanned or untested changes create an interruption in the operation of a solution KMBS will help troubleshoot the cause and provide a quote to restore operation and establish a baseline in the new environment.

Additional Services and Projects

KMBS can provide a range of professional services and projects to enhance and expand your current solution functionality. More information can be provided by means of no-charge consulting engagements. Project services include but are not limited to:

- Security and license audits
- Re-install of servers or workstations
- Moves and expansions of environment
- New user, power and admin user training – custom training
- Implementation of additional software features that were not part of the baseline.
- Customizations and upgrades
- Custom reports
- Workflow enhancements or additions
- Data backups or restoration

Support Methods

Technical support may be delivered onsite or via telephone and remote desktop control. Delivery of support depends upon availability of telephone and Internet access at the customer's location. Additionally, customer participation in support events is required.

Exclusions

Professional Service fees may apply for non-diagnostic/troubleshooting events. Support does not include general network configurations, networking hardware, or operating system issues. The customer is responsible for ensuring network and operating systems are maintained and meet requirements of the solution.



Scope of Services (continued)

Associated Third-Party Software and Hardware

For products not specifically part of the covered solution, support is limited. For example, a document is created using a word processing application. When the document is processed by the covered solution, the output fails or results in an error. The document creation techniques and document elements may be examined for troubleshooting, but no support or training will be provided on the word processing application.

Customer Contact

Customer provides qualified and trained key contacts to help resolve technical and/or business related issues. The primary contact should be appropriately trained on the solution software prior to receiving support.



Solutions Support Expectation Guide

Frequently Asked Questions

Do you offer 24/7 technical support?

Our standard operating hours are sufficient for most business operations. If additional hours of coverage are required, it may be possible to negotiate support for extended coverage hours.

How do I know what severity level my request should be?

Upon initiation of the support incident, a severity is assigned by the Solutions Support team. You may make a request for severity status at any time and the assigned solutions professional will provide an explanation.

How can I obtain current status/updates to a request?

It is our policy to provide periodic updates to incidents lasting more than 48 hours. A request for status update may be submitted at any time. Please include the request incident number.

Is there a cost for software application fixes?

Access to patches, hot fixes and troubleshooting are usually covered as part of the Maintenance & Support agreement associated with the solution product. Installation, testing and administration of patches/hot fixes is considered "Additional Services" and may engender professional service fees. If additional fees are required, a good faith estimate will be provided. No work will be done without mutually agreeing on fees and completion criteria.

What happens if a customer wants to escalate?

Technical support escalation procedures are performed internally, first to peers and seniors. Escalation to vendor support is usually recognized in short order. However, if you feel escalation is not progressing timely, send an E-Mail request to SolutionsSupport@KMBS.KonicaMinolta.US stating your concerns and request for management review.

Can we add services as our needs grow?

Service and support options can be added at any time by contacting the Solutions Support team.

Thank you for choosing Konica Minolta Business Solutions!





KONICA MINOLTA

STATEMENT OF WORK
FOR

PROJECT: **KMBS Secure Disposal Service**

Date:

Prepared By:

Introduction

This Statement of Work (“SOW”) document fully defines the Products and Services to be provided by Konica Minolta Business Solutions U.S.A., Inc. (“KMBS”). When a MFP is disposed of or is at the end of its life, KMBS offers secure disposal options that can provide piece of mind. These options include:

Option 1 - As-is disposal	MFP will be picked up according to the respective terms and conditions of your contract and disposed of accordingly in a responsible manner. The internal data of the machine will not be altered or modified in any way.
Option 2- In-place data cleaning	Where available, a KMBS field engineer will perform a “data overwrite” of the hard drive using built-in sanitization technology. The drive will be cleared of data and re-initialized in the machine before disposal. Availability of this option depends on model and configuration. Cost: No charge
Option 3 - Hard Drive replacement and return	At the time of disposal, the internal hard drive will be removed and sealed in a container that will be returned to the customer. A replacement hard drive will be installed and re-initialized with the generic device control programs. Availability of this option depends on model and configuration. Cost - \$135 per hour labor plus the replacement cost of the hard drive.

Responsibilities

• **Option 2- In-place data cleaning**

KMBS:

- Identify available “data overwrite” compliance options available for specific unit(s).
- Inform the customer what data overwrite compliance options are available for applicable MFP models.
- Inform the customer on the estimated time required for the chosen hard drive sanitization method.
- Obtain customer’s certification that the data overwrite may be performed. **Once initiated, data stored on the MFP’s hard drive will not be recoverable.**
- Perform overwrite functions pursuant to the option selected by the customer and options available for the specific MFP. See Table 1 for options and descriptions.

Customer:

- Contact KMBS and schedule service date.
- Identify machines requiring data overwrite.
- Provide KMBS Field Engineer(s) physical access to all MFPs requiring data overwrite.

- Review and select overwrite options applicable to MFPs requiring data overwrite. Inform the KMBS Field Engineer of the overwrite options selected for the MFPs requiring data overwrite.
- Authorize the KMBS Field Engineer to perform the data overwrite. **Once initiated, data stored on the MFP's hard drive will not be recoverable.**
- Acknowledge data overwrite was completed by signing the Project Completion portion of this document.

Option 3 - Hard Drive replacement and return

KMBS

- Contact KMBS and schedule service date.
- Provide KMBS with a contact at location authorized to receive hard drive.
- Identify and order replacement parts for MFPs requiring hard drive replacement.
- Remove hard drives from applicable MFP units.
- Place hard drive in a sealed container and surrender to the customer's designated recipient.
- Install replacement hard drive (and any other requisite parts). Initialize the system and install base MFP system firmware permitting standard operations and functions. It may not be possible to reinstall special application/add-on software packages. (Examples include: i-Option applications, audit software, accounting software and document management software.)

Customer:

- Identify machines requiring hard drive replacement. Provide KMBS with MFP model and serial number.
- Provide KMBS Field Engineer(s) physical accesses to all MFPs requiring hard drive replacement.
- Authorize the hard drive replacement. Once the hard drive is removed, data stored on the MFP's hard drive will no longer be accessible via traditional methods.
- Designate by name the individual(s) who shall receive hard drives removed from the MFPs. Print or type name: _____
- Acknowledge completion of the hard drive replacement(s) by signing the Project Completion portion of this document.

Solution Overview:

The following MFPs and options have been designated for this project.

Option 2: Data Overwrite shall be performed on the following MFPs.

Model	Serial #	Overwrite Option	Completion

Option 3: Hard Drive replacement and return shall be performed on the following MFPs..

Model	Serial #	Hard drive Surrendered to:

Project Schedule

Project will begin within ____ days upon receipt of Customer's acceptance by KMBS.

Assumptions

1. Hard drive replacements are available from an acceptable source.
2. Special software application installed on MFPs may not be reinstalled after the data overwrite or hard drive replacement.
3. MFPs are operational and KMBS Field Engineers will have physical access to the designated units.

Project Acceptance

The estimated hours required to complete this project is:

The estimated cost of this project is: \$

Project completion is scheduled on: .

Change Approval Process

Change Requests shall be submitted by the customer to the KMBS project manager. The request shall describe the problem or question that resulted in the desired change. The KMBS project manager will evaluate and identify the amount of time that will be added to the project schedule, if any, as well as additional services price, if any.

KMBS standard Terms and Conditions apply to the agreement. A copy of KMBS Terms and Conditions can be provided upon request.

Customer SOW Acceptance:	Project Completion:
<hr/>	<hr/>
Date	Date
<hr/>	<hr/>
Authorized Signature	Authorized Signature
<hr/>	<hr/>
Printed Name	Printed Name
<hr/>	<hr/>
Title	Title

KMBS HDD Disposal Options

Konica Minolta bizhub built-in Mode Overwrite method compliance options	
Mode 1	
Overwrite with 0x00	Japan Electronic & Information Technology Association Russian Standard (GOST)
Mode 2	
Overwrite with random 1 byte numbers Overwrite with random 1 byte numbers Overwrite with 0x00	National Security Agency (NSA) standard
Mode 3	
Overwrite with 0x00 Overwrite with 0xff Overwrite with random 1 byte numbers Verify	US Navy (NAVSO P-5239-26) Department of Defense (DoD 5220.22M)

ATTACHMENT I, KONICA MFP HARD DRIVE SECURE DISPOSAL TERMS AND CONDITIONS

The following terms and conditions apply to the provision of hard drive disposal services by Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") to Customer during the term of this Agreement:

1. OVERVIEW: This service is provided in connection with the "Statement of Work for KMBS MFP Hard Drive Secure Disposal Service" entered into between Customer and KMBS.

2. PAYMENT: Payment is due within thirty (30) days from the date of the invoice. Should the customer fail to make any payment due hereunder, or be or become insolvent or be a party to or acquiesce in any bankruptcy or receivership proceeding or any similar action affecting the affairs or property of Customer, or violate any aspect of this Agreement, KMBS may (1) refuse to continue to provide the service, or (2) furnish service on a time, travel and material basis, without prejudice to any other remedies KMBS may have. Reasonable costs, including counsel fees, shall be recoverable by KMBS in the event collection activities, including litigation, are required to collect outstanding amounts due under this Agreement. NO CASH PAYMENTS ACCEPTED. Accepted manners of payment are by major credit card or checks made payable to KMBS.

3. SITE PREPARATION & ACCESS: Customer shall ensure that equipment is placed in an environment that conforms with the manufacturer's specifications and requirements. Customer shall provide KMBS' personnel with free and full access to the equipment and any necessary operating time for the purposes of furnishing the hard drive disposal services. Customer shall arrange and insure that one of its employees is present at all times when KMBS personnel perform the hard drive disposal services.

4. LIMITS TO SCOPE OF SERVICE: KMBS reserves the right to refuse to provide the hard drive disposal services if, in its opinion, the condition or location of the equipment creates an unreasonable risk to KMBS or KMBS's technicians. KMBS is not liable for any failure or delay in performance due to any cause beyond its control.

5. ADDITIONAL EQUIPMENT: No hard drive disposal services for additional or substituted equipment will be provided by KMBS until it is accepted by KMBS in writing.

6. SERVICE INCLUDED: KMBS' obligations under this Agreement is to provide the hard drive data protection service selected on the Konica Hard Drive Disposal Options Form, upon Customer's scheduling of a service date with KMBS. Services included in each of the respective hard drive exchange or data sanitization services are detail in the statement of work attached hereto. Unless otherwise indicated, normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed by KMBS. Overtime charges, at KMBS' then current Master Agreement rates, will be charged for all services provided outside normal business hours at Customer's request.

7. PROJECT SCHEDULING: Customer shall contact KMBS and schedule a service date. If KMBS cannot provide the services by the service date requested, KMBS will notify customer of the earliest possible date in which the services can be rendered. KMBS shall not be liable and Customer shall indemnify, defend and hold harmless KMBS for any claims, damages, fees, penalties, lease renewals or third party late charges directly or indirectly related to KMBS being unable to schedule the services on customer's requested date or customer not providing sufficient time in which to provide such services.

8. SELLER'S AGENTS: Customer acknowledges that it has been advised that no employee, representative or agent of KMBS has any authority to bind KMBS to any affirmation, promise, representation, or warranty concerning any of the equipment or services. Unless an affirmation, promise, representation, or warranty is specifically set forth in this Agreement it does not form a basis of this bargain and shall not be enforceable against KMBS.

9. LIMITS ON DATA WIPE: Customer acknowledges that no data wipe process will leave a hard drive as free from unreadable residual data as a comparable new product. KMBS makes no

recommendations regarding the Customer's data removal requirements or representations regarding the effectiveness of one method of data removal over another.

10. ASSIGNMENT: Customer may not assign this Agreement, without KMBS' express written consent. In the event that KMBS assigns or subcontracts any of its obligations under this Agreement, KMBS shall remain primarily responsible to perform those obligations. KMBS may assign, without notice, any of its rights under this Agreement.

11. NOTICES: All notices required to be given under this Agreement shall be in writing and shall be sent by U.S. first class mail to the parties as follows: To Customer at the address listed on the front of this Agreement and to KMBS, at 100 Williams Drive, Ramsey, NJ 07446, Attention: Office of Direct Administration.

12. INDEMNIFICATION: Customer shall bear all risk of theft, loss or damage not caused by KMBS employees or agents, to all equipment to which hard drive disposal services are provided under this Agreement. Customer agrees to indemnify, defend and hold harmless KMBS, its officers, directors, employees and agents from all loss, liability, claims, fines or expenses (including reasonable attorney's fees) arising out of Customer's violation of any Federal, State, or Local Laws unless said violation was caused solely as the result of a negligent or intentional act or omission by KMBS.

13. WARRANTY: KMBS WARRANTS THAT THE SERVICES SHALL BE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER. KMBS MAKES NO OTHER WARRANTIES WHATSOEVER EXPRESS OR IMPLIED WITH REGARD TO THE HARD DRIVE DISPOSAL SERVICE AND EXPRESSLY EXCLUDES ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

14. REMEDY LIMITATIONS: THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES FOR ANY PROVEN BREACH OF THIS AGREEMENT (INCLUDING WARRANTY). THE PARTIES DO RESERVE THE RIGHT TO RECOVER CONTRACT DAMAGES ALLOWED VIA THIS

AGREEMENT. KMBS' LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE COVER DAMAGES ON THE COST OF ALTERNATE HARD DRIVE DISPOSAL SERVICES AND/OR THE HARD DRIVE PURCHASED BY THE CUSTOMER. KMBS SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES DUE TO LOSS, CORRUPTION, DISCLOSURE OR USE OF DATA OR INFORMATION OF ANY KIND. LOSS OF OR DAMAGE TO REVENUE, PROFITS OR GOODWILL, DAMAGES DUE TO NON-COMPLIANCE WITH THIRD PARTY REQUIREMENTS, DAMAGES DUE TO ANY INTERRUPTION OF BUSINESS, DAMAGE TO CUSTOMER'S COMPUTERS OR NETWORKS, EVEN IF KMBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. APPLICABLE LAW: This Agreement shall be governed by the laws of the State of New York without regard to choice of law principles. In the event of litigation or other proceedings by KMBS to enforce or defend any term or provision of this Agreement, Customer agrees to pay all costs and expenses sustained by KMBS, including but not limited to, reasonable attorney's fees. Customer further agrees to litigate any dispute concerning this matter in the courts of the State of New Jersey, consents to jurisdiction in that forum and waives the right to jury trial.

16. FORCE MAJEURE: Neither party shall be responsible for delays or failure in performance of this Agreement (other than failure to make payment) to the extent that such party was hindered in its performance by any act of God, civil commotion, labor dispute, or any other occurrence beyond its reasonable control.

17. WAIVER & SEVERABILITY: Failure by KMBS to enforce any provisions of this Agreement or any rights hereunder, or failure to exercise any election provided for herein, shall in no way be considered a waiver of such provisions, rights, or elections, or in any way affect the party's right to later enforce or exercise the same or other provisions, rights, or elections it may have under this Agreement. If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and

enforceability of the remaining provisions of this Agreement.

18. ORIGINAL DOCUMENT: Customer further agrees (a) that facsimile or electronic signatures shall be accepted as original signatures; and (b) that this Agreement or any document created pursuant to this Agreement, may be maintained in an electronic

document storage and retrieval system, a copy of which shall be considered an original. KMBS may accept orders electronically from Customer pursuant to this Agreement. Neither party shall raise any objection to the authenticity of this Agreement or any document created hereunder, based on either the use of a facsimile signature or the use of a copy retrieved from an electronic storage system.



NASPO ValuePoint RFP-NP-18-001 - MPS Site Agreement

Agreement Between Konica Minolta Business Solutions U.S.A., Inc. and:

Customer		Sold to ID	
Address			
City		State	ZIP
Invoice Address			
City		State	ZIP
Customer Email			

Monthly Printer Pricing

Device Description	CPP Pricing	CPP Print Allowance (Volume)	Flat Rate (Price Per Device)	No. of Devices (Quantity)	Base Fee (Price)
Network Color					
Network Mono					
Local Color	N/A	N/A			
Local Mono	N/A	N/A			
Thermal	N/A	N/A			
Scanner	N/A	N/A			
MICR Printer			N/A		
Specialty					
Total Monthly Base Cost Upon Contract Signing					\$ 0.00

Flat rate monthly pricing will change as devices are added to the contract

For additional pricing, use separate attachment. For initial device inventory, see fleet report detail.

Agreement Effective Date		Term	
P.O. Number (if Required)		PO Expiration Date	

Covered Sites – KMBS will provide services on supported products at the listed sites:

Address		Service/Supply Contact	
City		Subnet In	Email
State	ZIP	Subnet Out	Phone
Address		Service/Supply Contact	
City		Subnet In	Email
State	ZIP	Subnet Out	Phone
Address		Service/Supply Contact	
City		Subnet In	Email
State	ZIP	Subnet Out	Phone

For larger lists of covered sites, use separate document (Excel, Word, etc.) and attach.



Supported Equipment – Supported equipment inventory list is provided in Attachment Schedule A (Consult App-generated Asset Listing) or the supported equipment list below. If additional space is required, please complete a 'KMBS Site Agreement Schedule B'. KMBS will provide services on the products/models specified in Schedule A and/or B.

Device Type	Make	Model	Serial No.	Special Consideration

Customer Approval: Customer's signature below acknowledges Customer's consent to 'KMBS MPS Terms and Conditions (dated June 1, 2017)'; in accordance with the NASPO ValuePoint contract, terms of which are incorporated into this agreement. Customer agrees to provide resources required by KMBS to fulfill the contracted services including physical space, network access and qualified personnel to assist where needed. Coverage listed on this agreement is contingent on acceptance by Konica Minolta Business Solutions U.S.A., Inc.

Comments

Customer Approval – please sign below

Name	
Signature	
Title	
Date	

KMBS Sales Executive – please sign below **KMBS Management Approval – please sign below**

Name		Name	
Signature		Signature	
KMBS Employee ID		Title	
Date		Date	

Footnotes: 1. Please review program documentation for full details and limitations. 2. KMBS standard offering is monthly flat rate or CPP base with quarterly overage billing where applicable. Pricing is for the first twelve months of the term. 3. The Zebra Printer flat rate program is for service/support and excludes papers, labels, and thermal print heads.

KMBS NASPO ValuePoint RFP-NP-18-001
Terms and Conditions (dated June 1, 2017)

The following terms and conditions apply to the provision of services by Konica Minolta Business Solutions U.S.A., Inc. (KMBS) to the Customer during the term of this Agreement.

Equipment Services

100. Site Environment: Customer shall be responsible to ensure that Equipment is placed in a location that meets manufacturer's requirements (available on the KMBS website) including space, power, network, temperature and humidity. Electrical power must meet voltage, amperage and electrical noise level requirements. KMBS personnel will be granted reasonable and safe access to perform services when required.

101. Color Calibration and Management: Routine and periodic color calibration and management of production color print profiles is not covered by this Agreement.

Supplies and Consumables

200. Consumable Supplies: KMBS will provide toner for covered Equipment on an as needed basis. Consumable supplies do not include staples or paper. Wide format equipment may have other coverage options and/or exclusions. The consumable supplies provided are the property of KMBS until they are consumed and are intended to be used exclusively in the covered Equipment. Customer bears the risk of loss of unused supplies in the event of theft, employee misconduct, fire or other mishap.

201. Expected Yield: Pricing under this Agreement is based on published and commercially reasonable expectations of supply and consumables consumption. At its discretion, KMBS may perform an audit of supply/consumables consumption and Equipment usage data to determine consumption levels. In the event the actual consumption levels exceed the levels used to determine contract pricing by more than 20%, KMBS shall have the right to invoice for the excess consumption.

202. Supply Source: Genuine Konica Minolta supplies will be used under this Agreement for Konica Minolta Equipment. For non-Konica Minolta products KMBS will provide fully compatible toner and print cartridges for use in covered Equipment.

203. Auto Supply Delivery: If services are provided as part of a managed services agreement, KMBS requires a designated Customer contact(s) to confirm supply shipments via email and maintain delivery address information via MyKMBS.com or other agreed methodology.

Software and Maintenance

300. Licenses: KMBS hereby grants the Customer the non-exclusive, non-transferable right to install, and use the software

301. License Reactivation: Customer is responsible to safeguard software license keys. KMBS may charge a reactivation fee in the event license keys need to be regenerated.

302. Site Environment: Customer shall be responsible to insure that software is installed in an environment that meets manufacturer's requirements including operation system level, disk space, power, network, temperature and humidity.

303. Data Backups and restoration: Customer is responsible to manage server data backups. KMBS recommends adherence to industry best practices for backup procedures. In the event of a catastrophic data loss, the Customer is expected to restore the environment and data to prior state.

304. Access: Customer shall provide KMBS personnel with access to the servers and/or Equipment where the software is installed. Customer shall arrange and ensure that one of its employees or designated agents are present at all times when KMBS is performing maintenance and support services.

305. Solutions warranty: KMBS makes no warranty regarding the fitness of software that may or may not have been executed in conjunction with this Agreement for any particular use. If any 3rd party software or services are included at the time of sale, those warranties would be covered under the 3rd party end user license agreement or the master agreement between the 3rd party and KMBS.

306. Solution Integration: Solution integration with print output devices covered under this or another agreement may be affected by existing Customer software, configuration changes or other network environment issues. KMBS reserves the right to assess additional charges to resolve complex integration issues, including situations where the solution was initially provided by KMBS.

307. Term: Coverage for both level 0 (Software maintenance) and level 1 (Helpdesk support) begin at time of installation of software at Customer's location. Level 1 support is only available when level 0 supports are in effect.

Software Maintenance (Level 0) and Helpdesk (Level 1)

400. Software Maintenance (Level 0): If this option is selected, the Customer is entitled support as defined in the 'Patches and Updates' sections.

401. Patches and Updates: Customer is eligible to receive periodic maintenance patches, hot-fixes and updates for licensed software covered under maintenance. Excluded are full version upgrades (i.e. v1.2 to v2.0) and the installation services required to install patches, hot-fixes and updates.

402. Access to patches and updates: Customer will be provided access to a website operated by KMBS or 3rd party supplier where patches and updates are accessible for download.

403. Start of service: Start of service rules may vary by OEM, software activation is expected within 30 days of purchase or install whichever comes first.

404. Current version: Customer is required to keep software and OS at the latest recommended version levels. Failure to perform recommended updates may result in suspension and/or termination of services under this Agreement.

405. Solutions Helpdesk Support (Level 1): If this option is selected, expert helpdesk support is available to the Customer to assist with covered software solutions including, PageScope Enterprise, Print Groove, Dispatcher Pro and select 3rd party solutions. Included are helpdesk services related to end-user support, baseline workflows, features and administrative functions involved in the operation of the software and workflows. Customer participation is required for remote and/or on-site support.

Professional Services, Solutions and Network

500. Initial Assessment: Customer agrees to provide or assist in gathering network configuration details needed by KMBS to perform contracted services.

501. Basic Network Services (BNS): BNS, where offered, covers common network integration in a MS Windows™ centric environment with typical network schema and print/scanning requirements. KMBS reserves the right to assess additional fees depending on the extent of the network integration requirements needed.

502. Technical Pilot: When required Customer agrees to participate in a technical pilot where software installation, configuration, use cases and integration requirements are determined. Customer also agrees to participate in testing of the system(s).

503. Solution Baseline: Solution baseline is defined as the operating level and configurations agreed to by Customer and KMBS upon completion of the technical pilot and testing.

504. Enhancements: Enhancements and professional services beyond the baseline capabilities of the solution are available at an additional charge.

505. Customer Data: KMBS shall not be liable for any claims, damages and cost relating to loss of data or disclosure of data due

to acts or omissions of Customer or its employees, end-user errors or release of administrator password.

506. Hard Drive Security: If 'bizhub SECURE' or a comparable option has been ordered, KMBS will provide advanced security services. These services include real-time, hard-drive encryption (It uses either one-time overwrite or three times overwrite in compliance with U.S. Department of Defense standards) and document data security through disk over-write as well as user mailbox data deletion, HDD encryption, HDD lock and administrative password (according to Customer policy).

508. Professional Services Projects: When requested by the Customer, KMBS can provide professional services associated with the enhancement of the Customer's printing, network connectivity, end of life hard drive disposal, fleet management, user experience, production management, job tracking and document environment. Such projects will be quoted and upon approval, performed and billed at Master Agreement rates.

Meter and related

600. Fleet Device Monitoring: If the Customer agrees to allow KMBS to install and maintain server based software to monitor the printing devices on the Customer network, and the monitoring software cannot reliably operate in the Customer's environment for any reason, KMBS reserves the right to suspend or terminate services under this Agreement.

Renewal and Maintenance

700. Auto Add of Equipment: Where the use of 'Fleet Device Monitoring' as part of a managed print program has been agreed to, it will be used to detect new devices and add such devices to this Agreement at Master Agreement rates. The added device(s) will be covered under the terms of this Agreement. The Customer will be notified via email and may reject the addition of the device(s) by contacting KMBS.



KONICA MINOLTA

Attachment F.3b - Online Account Management Data

Online Account Management – Fast, Easy and Reliable

MyKMBS lets you manage your account from anywhere at any time. Access your secure and comprehensive customer portal online or via our mobile app to manage, maintain and control all your Konica Minolta bizhub® devices.

Comprehensive Fleet Reports are available on demand:

- General Fleet Information
- Fleet Uptime Performance
- Devices by Location
- Open Service Calls
- MPS Fleet Meter History
- Service Call History
- Meter History

Sample Fleet Management Reports

Equipment by location

0001138143 - KONICA MINOLTA BUSINESS SOLUTIONS
485 LEXINGTON AVE
NEW YORK NY 10017

Contract

Serial	Description	Location	Install Date	Type	Contract details
A5C1011T0296	BIZHUB C364E				

Meter History

Serial	Description	Location	Address	Install Date
A1234X00K12312	bizhub C552 Printer/Copier		123 MAIN STREET, ANYTOWN, NJ 02134	1/10/2011

Fleet uptime performance

Model	Serial	Description	Location
bizhub C552	A0P1011T9179	bizhub C552	KONICA MINOLTA BUSINESS SOLUTIONS
bizhub C552	A0P1011T1389	bizhub C552	KONICA MINOLTA BUSINESS SOLUTIONS
bizhub C552	A0P1011T1393	bizhub C552	KONICA MINOLTA BUSINESS SOLUTIONS
Model Summary			
BIZHUB283	A1UF011T7075	BIZHUB 283	KONICA MINOLTA BUSINESS SOLUTIONS
BIZHUB283	A1UF011T8594	BIZHUB 283	KONICA MINOLTA BUSINESS SOLUTIONS
BIZHUB283 Model Summary			
BIZHUB284E	A61G011T0017	BIZHUB 284E	KONICA MINOLTA BUSINESS SOLUTIONS
BIZHUB284E Model Summary			
BIZHUB654E	A5YN017T5536	BIZHUB 654E	KONICA MINOLTA BUSINESS SOLUTIONS
BIZHUB654E Model Summary			
BIZHUB754	A55V011T2452	BIZHUB 754	KONICA MINOLTA BUSINESS SOLUTIONS
BIZHUB754 Model Summary			
BIZHUBC364E	A5C1011T0296	BIZHUB C364E	KONICA MINOLTA BUSINESS SOLUTIONS
BIZHUBC364E Model Summary			
BIZHUBC454e	A5C0011T5735	BIZHUB C454e	KONICA MINOLTA BUSINESS SOLUTIONS
BIZHUBC454e Model Summary			

Machines on report: 10
Total Service Calls: 0
Average Response Time All Machines: 0 hrs 00 min
Average Uptime Pct All Machines: 100.00%



Fleet Reports - Easily downloaded into Microsoft Excel

MyKMBS.com gives you fast and efficient access to customized reports that can be downloaded to Excel. View your entire fleet including install and service contract dates.

Equipment by location

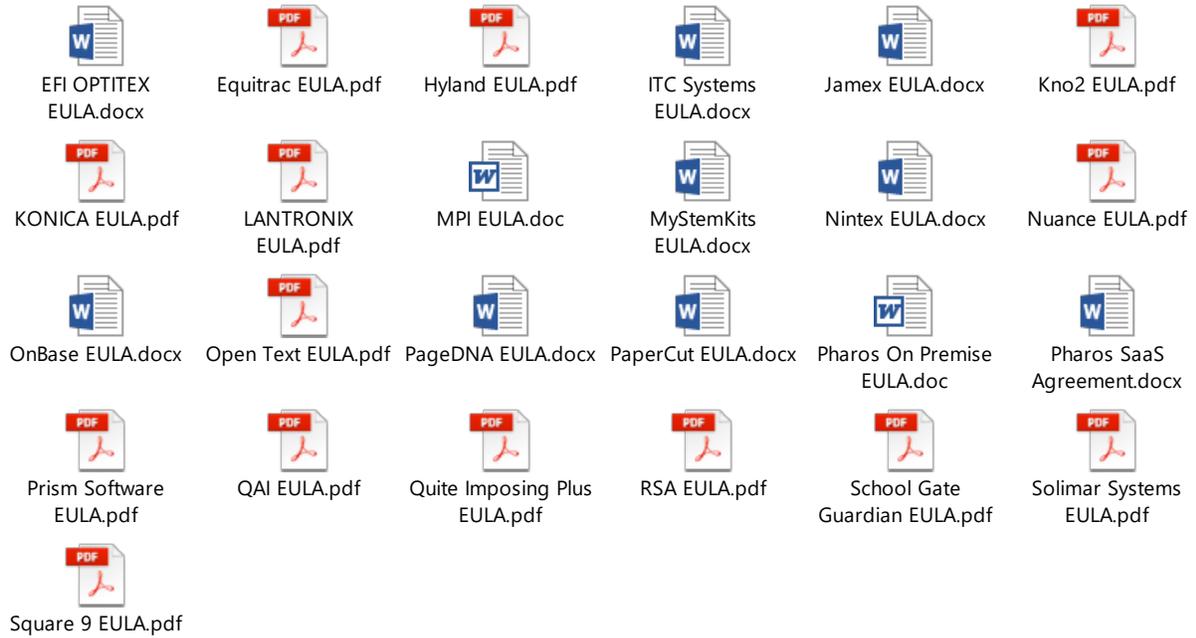
0001138143 - KONICA MINOLTA BUSINESS SOLUTIONS
 485 LEXINGTON AVE
 NEW YORK NY 10017

Serial	Description	Location	Contract	Install Date	Type	Coverage dates
A5C1011T0296	BIZHUB C364E	KONICA MINOLTA BUSINESS SOLUTIONS				

0001139099 - KONICA MINOLTA BUSINESS SOLUTIONS

Serial	Description	Location	Address	Install Date	Date	Total	BW	Color
ADP1011T1389	bizhub C52 Printer/Copier	WAREHOUSE	101 WILLIAMS DR RAMSEY, NJ 07446	4/12/2011	Fri Feb 28 00:00:00 EST 2014	1,453,980	1,369,771	84,209
ADP1011T1389	bizhub C52 Printer/Copier	WAREHOUSE	101 WILLIAMS DR RAMSEY, NJ 07446	4/12/2011	Mon Mar 31 00:00:00 EDT 2014	1,458,973	1,412,167	86,806
ADP1011T1389	bizhub C52 Printer/Copier	WAREHOUSE	101 WILLIAMS DR RAMSEY, NJ 07446	4/12/2011	Wed Apr 30 00:00:00 EDT 2014	1,560,633	1,468,380	92,253
ADP1011T1389	bizhub C52 Printer/Copier	WAREHOUSE	101 WILLIAMS DR RAMSEY, NJ 07446	4/12/2011	Sat May 31 00:00:00 EDT 2014	1,609,177	1,511,561	97,611
ADP1011T1389	bizhub C52 Printer/Copier	WAREHOUSE	101 WILLIAMS DR RAMSEY, NJ 07446	4/12/2011	Mon Jun 30 00:00:00 EDT 2014	1,627,922	1,527,516	100,406
ADP1011T1389	bizhub C52 Printer/Copier	WAREHOUSE	101 WILLIAMS DR RAMSEY, NJ 07446	4/12/2011	Thu Jul 31 00:00:00 EDT 2014	1,633,762	1,549,990	103,772
ADP1011T1389	bizhub C52 Printer/Copier	WAREHOUSE	101 WILLIAMS DR RAMSEY, NJ 07446	4/12/2011	Sun Aug 31 00:00:00 EDT 2014	1,697,263	1,589,751	107,512
ADP1011T1389	bizhub C52 Printer/Copier	WAREHOUSE	101 WILLIAMS DR RAMSEY, NJ 07446	4/12/2011	Tue Sep 30 00:00:00 EDT 2014	1,741,457	1,632,988	110,469
ADP1011T1389	bizhub C52 Printer/Copier	WAREHOUSE	101 WILLIAMS DR RAMSEY, NJ 07446	4/12/2011	Fri Oct 31 00:00:00 EDT 2014	1,793,792	1,677,993	116,429
ADP1011T1389	bizhub C52 Printer/Copier	WAREHOUSE	101 WILLIAMS DR RAMSEY, NJ 07446	4/12/2011	Sun Nov 30 00:00:00 EST 2014	1,829,503	1,708,646	120,857
ADP1011T1393	bizhub C52 Printer/Copier	WAREHOUSE	101 WILLIAMS DR RAMSEY, NJ 07446	5/2/2011	Sat Mar 01 00:00:00 EST 2014	828,657	554,455	273,602
ADP1011T1393	bizhub C52 Printer/Copier	WAREHOUSE	101 WILLIAMS DR RAMSEY, NJ 07446	5/2/2011	Tue Apr 01 00:00:00 EDT 2014	851,773	573,265	280,508
ADP1011T1393	bizhub C52 Printer/Copier	WAREHOUSE	101 WILLIAMS DR RAMSEY, NJ 07446	5/2/2011	Thu May 01 00:00:00 EDT 2014	879,992	593,265	286,727
ADP1011T1393	bizhub C52 Printer/Copier	WAREHOUSE	101 WILLIAMS DR RAMSEY, NJ 07446	5/2/2011	Sun Jun 01 00:00:00 EDT 2014	908,135	613,363	294,772
ADP1011T1393	bizhub C52 Printer/Copier	WAREHOUSE	101 WILLIAMS DR RAMSEY, NJ 07446	5/2/2011	Tue Jul 01 00:00:00 EDT 2014	929,215	630,101	299,114
ADP1011T1393	bizhub C52 Printer/Copier	WAREHOUSE	101 WILLIAMS DR RAMSEY, NJ 07446	5/2/2011	Fri Aug 01 00:00:00 EDT 2014	955,612	650,101	305,511
ADP1011T1393	bizhub C52 Printer/Copier	WAREHOUSE	101 WILLIAMS DR RAMSEY, NJ 07446	5/2/2011	Mon Sep 01 00:00:00 EDT 2014	982,009	670,101	311,908
ADP1011T1393	bizhub C52 Printer/Copier	WAREHOUSE	101 WILLIAMS DR RAMSEY, NJ 07446	5/2/2011	Wed Oct 01 00:00:00 EDT 2014	1,008,200	690,101	318,099
ADP1011T1393	bizhub C52 Printer/Copier	WAREHOUSE	101 WILLIAMS DR RAMSEY, NJ 07446	5/2/2011	Sat Nov 01 00:00:00 EDT 2014	1,034,597	710,101	324,496
ADP1011T1393	bizhub C52 Printer/Copier	WAREHOUSE	101 WILLIAMS DR RAMSEY, NJ 07446	5/2/2011	Mon Dec 01 00:00:00 EST 2014	1,060,788	730,101	330,687
ADP1011T1393	bizhub C52 Printer/Copier	WAREHOUSE	101 WILLIAMS DR RAMSEY, NJ 07446	5/2/2011	Thu Jan 01 00:00:00 EST 2015	1,086,126	750,101	336,025
ADP1011T1393	bizhub C52 Printer/Copier	WAREHOUSE	101 WILLIAMS DR RAMSEY, NJ 07446	5/2/2011	Sun Feb 01 00:00:00 EST 2015	1,111,444	770,101	341,363
ASSV011T2452	BIZHUB 754 PRINTER/COPIER	1ST FLOOR TAX DEPT	101 WILLIAMS DR RAMSEY, NJ 07446	10/22/2013	Fri Feb 28 00:00:00 EST 2014	150,301	150,301	0
ASSV011T2452	BIZHUB 754 PRINTER/COPIER	1ST FLOOR TAX DEPT	101 WILLIAMS DR RAMSEY, NJ 07446	10/22/2013	Mon Mar 31 00:00:00 EDT 2014	207,619	207,619	0
ASSV011T2452	BIZHUB 754 PRINTER/COPIER	1ST FLOOR TAX DEPT	101 WILLIAMS DR RAMSEY, NJ 07446	10/22/2013	Wed Apr 30 00:00:00 EDT 2014	248,881	248,881	0
ASSV011T2452	BIZHUB 754 PRINTER/COPIER	1ST FLOOR TAX DEPT	101 WILLIAMS DR RAMSEY, NJ 07446	10/22/2013	Sat May 31 00:00:00 EDT 2014	295,337	295,337	0
ASSV011T2452	BIZHUB 754 PRINTER/COPIER	1ST FLOOR TAX DEPT	101 WILLIAMS DR RAMSEY, NJ 07446	10/22/2013	Mon Jun 30 00:00:00 EDT 2014	314,847	314,847	0
ASSV011T2452	BIZHUB 754 PRINTER/COPIER	1ST FLOOR TAX DEPT	101 WILLIAMS DR RAMSEY, NJ 07446	10/22/2013	Thu Jul 31 00:00:00 EDT 2014	339,030	339,030	0
ASSV011T2452	BIZHUB 754 PRINTER/COPIER	1ST FLOOR TAX DEPT	101 WILLIAMS DR RAMSEY, NJ 07446	10/22/2013	Sun Aug 31 00:00:00 EDT 2014	380,024	380,024	0
ASSV011T2452	BIZHUB 754 PRINTER/COPIER	1ST FLOOR TAX DEPT	101 WILLIAMS DR RAMSEY, NJ 07446	10/22/2013	Tue Sep 30 00:00:00 EDT 2014	421,326	421,326	0
ASSV011T2452	BIZHUB 754 PRINTER/COPIER	1ST FLOOR TAX DEPT	101 WILLIAMS DR RAMSEY, NJ 07446	10/22/2013	Fri Oct 31 00:00:00 EDT 2014	467,871	467,871	0
ASSV011T2452	BIZHUB 754 PRINTER/COPIER	1ST FLOOR TAX DEPT	101 WILLIAMS DR RAMSEY, NJ 07446	10/22/2013	Sun Nov 30 00:00:00 EST 2014	514,033	514,033	0
ASSV011T2452	BIZHUB 754 PRINTER/COPIER	1ST FLOOR TAX DEPT	101 WILLIAMS DR RAMSEY, NJ 07446	10/22/2013	Wed Dec 31 00:00:00 EST 2014	564,033	564,033	0
ASSV011T2452	BIZHUB 754 PRINTER/COPIER	1ST FLOOR TAX DEPT	101 WILLIAMS DR RAMSEY, NJ 07446	10/22/2013	Sat Jan 31 00:00:00 EST 2015	614,033	614,033	0
AIUF011T7075	BIZHUB 283	3rd FLOOR	101 WILLIAMS DR RAMSEY, NJ 07446	10/30/2013	Fri Feb 28 00:00:00 EST 2014	5,808	5,808	0
AIUF011T7075	BIZHUB 283	3rd FLOOR	101 WILLIAMS DR RAMSEY, NJ 07446	10/30/2013	Mon Mar 31 00:00:00 EDT 2014	7,808	7,808	0
AIUF011T7075	BIZHUB 283	3rd FLOOR	101 WILLIAMS DR RAMSEY, NJ 07446	10/30/2013	Wed Apr 30 00:00:00 EDT 2014	8,435	8,435	0
AIUF011T7075	BIZHUB 283	3rd FLOOR	101 WILLIAMS DR RAMSEY, NJ 07446	10/30/2013	Sat May 31 00:00:00 EDT 2014	10,028	10,028	0

ATTACHMENT K, SOFTWARE END USER LICENSE AGREEMENTS





Attachment F.3b - Sample Fleet Report

Date: 12/5/2018

Customer Fleet Report (Detail)

Month (MM/YYYY) NOV 2018

Model	Serial #	Cal. year / month	Company	Address	City	State	Att	Install Date	Total Calls	R/T Calls	Avg M C B	Avg R/T	Avg I n	Avg R T	Avg T r	Upl	Avg Mon Vol	A M V B W	A M V C L R
BIZ227	A7AK011005663	11/2018	LA PLATA COI	1101 E 2ND AVE	DURANGO	CO	#	12/7/2016	0	0	0	0.0	0.0	0.0	0.0	#####	1,656	0	0
	A7AK011005896	11/2018	STATE OF CO	10 BURNETT CT	DURANGO	CO	#	6/22/2016	0	0	0	0.0	0.0	0.0	0.0	#####	865	0	0
	A7AK011007146	11/2018	COLORADO D	15125 HWY 24 AND 285	BUENA VISTA	CO	#	9/22/2016	0	0	0	0.0	0.0	0.0	0.0	#####	2,102	0	0
	A7AK017002618	11/2018	COLORADO D	275 W US HIGHWAY 50	CANON CITY	CO	#	#	0	0	0	0.0	0.0	0.0	0.0	#####	0	0	0
	A7AK011009077	11/2018	STATE OF CO	250 S SANTA FE AVE	PUEBLO	CO	#	#	0	0	0	0.0	0.0	0.0	0.0	#####	1,338	0	0
BIZ284E	A61G011012987	11/2018	STATE OF CO	235 BODO DR	DURANGO	CO	#	3/24/2016	0	0	0	0.0	0.0	0.0	0.0	#####	810	0	0
	A61G011013504	11/2018	CITY OF WEST	10747 W 108TH AVE	WEST MINSTER	CO	#	4/28/2016	0	0	0	0.0	0.0	0.0	0.0	#####	2,634	0	0
	A61G011014542	11/2018	STATE OF CO	E US HWY 50	CANON CITY	CO	#	8/29/2016	0	0	0	0.0	0.0	0.0	0.0	#####	730	0	0
	A61G011014781	11/2018	STATE OF CO	275 W US HWY 50	CANON CITY	CO	#	9/29/2016	0	0	0	0.0	0.0	0.0	0.0	#####	849	0	0
BIZ287	A7AH011003207	11/2018	STATE OF CO	320 S 1ST ST	MONTROSE	CO	#	9/30/2016	0	0	0	0.0	0.0	0.0	0.0	#####	3,827	0	0
	A7AH011003266	11/2018	STATE OF CO	275 W US HWY 50	CANON CITY	CO	#	9/15/2016	0	0	0	0.0	0.0	0.0	0.0	#####	6,350	0	0
	A7AH011003267	11/2018	STATE OF CO	949 N 2ND ST	MONTROSE	CO	#	10/3/2016	0	0	0	0.0	0.0	0.0	0.0	#####	2,532	0	0
	A7AH011003297	11/2018	STATE OF CO	275 W US HWY 50	CANON CITY	CO	#	9/15/2016	0	0	0	0.0	0.0	0.0	0.0	#####	7,289	0	0
	A7AH011003308	11/2018	STATE OF CO	275 W US HWY 50	CANON CITY	CO	#	9/15/2016	0	0	0	0.0	0.0	0.0	0.0	#####	1,682	0	0
	A7AH011003315	11/2018	STATE OF CO	275 W US HWY 50	CANON CITY	CO	#	9/14/2016	0	0	0	0.0	0.0	0.0	0.0	#####	6,961	0	0
	A7AH011003319	11/2018	STATE OF CO	275 W US HWY 50	CANON CITY	CO	#	9/14/2016	0	0	0	0.0	0.0	0.0	0.0	#####	6,342	0	0
	A7AH011003327	11/2018	DEPARTMENT	275 W US HIGHWAY 50	CANON CITY	CO	#	8/24/2016	0	0	0	0.0	0.0	0.0	0.0	#####	3,066	0	0
	A7AH011003403	11/2018	STATE OF CO	320 S 1ST ST	MONTROSE	CO	#	10/3/2016	0	0	0	0.0	0.0	0.0	0.0	#####	1,420	0	0
	A7AH011003405	11/2018	STATE OF CO	320 S 1ST ST	MONTROSE	CO	#	9/29/2016	0	0	0	0.0	0.0	0.0	0.0	#####	2,230	0	0
	A7AH017000973	11/2018	EL PASO COU	1675 W GARDEN OF THE GODS RD	COLORADO SPRINGS	CO	#	4/4/2018	0	0	0	0.0	0.0	0.0	0.0	#####	759	0	0
	A7AH017001720	11/2018	EL PASO COU	1675 GARDEN OF THE GODS RD	COLORADO SPRINGS	CO	#	6/1/2018	0	0	0	0.0	0.0	0.0	0.0	#####	753	0	0
	A7AH011003991	11/2018	STATE OF CO	12750 HIGHWAY 96 AT LN 13	ORDWAY	CO	AV	11/15/2016	0	0	0	0.0	0.0	0.0	0.0	#####	1,746	0	0
BIZ308	A7AH011002416	11/2018	STATE OF CO	10 COUNTY ROAD 502	WALDENBURG	CO	#	#	0	0	0	0.0	0.0	0.0	0.0	#####	2,651	0	0
	A9HK011004191	11/2018	COLORADO D	12101 HIGHWAY 61	STERLING	CO	#	9/29/2017	0	0	0	0.0	0.0	0.0	0.0	#####	2,229	0	0
	A9HK011004229	11/2018	COLORADO D	12101 HIGHWAY 61	STERLING	CO	#	9/29/2017	0	0	0	0.0	0.0	0.0	0.0	#####	3,641	0	0
	A9HK011004363	11/2018	COLORADO D	1300 W 13TH ST	PUEBLO	CO	#	10/31/2017	0	0	0	0.0	0.0	0.0	0.0	#####	1,469	0	0
	A9HK011004379	11/2018	COLORADO D	12101 HIGHWAY 61	STERLING	CO	#	10/29/2017	0	0	0	0.0	0.0	0.0	0.0	#####	975	0	0
	A9HK011005561	11/2018	STATE OF CO	118 N RIVERVIEW RD	STERLING	CO	#	12/8/2017	0	0	0	0.0	0.0	0.0	0.0	#####	1,307	0	0
	A9HK011000320	11/2018	TOWN OF HUD	702 CEDAR ST	HUDSON	CO	#	1/3/2017	0	0	0	0.0	0.0	0.0	0.0	#####	2,975	0	0
	A9HK01200485	11/2018	COLORADO D	275 W US HIGHWAY 50	CANON CITY	CO	#	3/27/2018	0	0	0	0.0	0.0	0.0	0.0	#####	2,220	0	0
BIZ308E	AABW011000261	11/2018	COLORADO D	57500 E US HIGHWAY 50	CANON CITY	CO	HC	4/3/2018	0	0	0	0.0	0.0	0.0	0.0	#####	3,535	0	0
BIZ364E	A61F011026150	11/2018	STATE OF CO	1250 ACADEMY PARK LOOP	COLORADO SPRINGS	CO	#	4/13/2016	0	0	0	0.0	0.0	0.0	0.0	#####	1,989	0	0
	A61F011026174	11/2018	STATE OF CO	1250 ACADEMY PARK LOOP	COLORADO SPRINGS	CO	#	5/9/2016	0	0	0	0.0	0.0	0.0	0.0	#####	9,878	0	0
	A61F011026293	11/2018	STATE OF CO	1250 ACADEMY PARK LOOP	COLORADO SPRINGS	CO	#	4/20/2016	0	0	0	0.0	0.0	0.0	0.0	#####	8,374	0	0
	A61F011026297	11/2018	STATE OF CO	1250 ACADEMY PARK LOOP	COLORADO SPRINGS	CO	#	4/20/2016	0	0	0	0.0	0.0	0.0	0.0	#####	5,062	0	0
	A61F011028029	11/2018	COLORADO D	15125 HWY 24 AND 285	BUENA VISTA	CO	#	8/10/2016	0	0	0	0.0	0.0	0.0	0.0	#####	1,015	0	0
	A61F011028465	11/2018	STATE OF CO	1401 W 17TH ST	PUEBLO	CO	#	7/28/2016	0	0	0	0.0	0.0	0.0	0.0	#####	4,002	0	0
	A61F011028750	11/2018	STATE OF CO	57500 E US HIGHWAY 50	CANON CITY	CO	#	8/30/2016	0	0	0	0.0	0.0	0.0	0.0	#####	1,855	0	0
	A61F011028909	11/2018	STATE OF CO	1300 W 13TH ST	PUEBLO	CO	#	7/28/2016	0	0	0	0.0	0.0	0.0	0.0	#####	5,226	0	0
	A61F011029009	11/2018	STATE OF CO	49030 STATE ROAD 71	LIMON	CO	LN	8/26/2016	0	0	0	0.0	0.0	0.0	0.0	#####	5,807	0	0
	A61F011029240	11/2018	COLORADO D	7328 S REVERE PKWY	CENTENNIAL	CO	#	8/1/2016	0	0	0	0.0	0.0	0.0	0.0	#####	679	0	0
	A61F011029244	11/2018	STATE OF CO	1410 W 13TH ST	PUEBLO	CO	#	7/28/2016	0	0	0	0.0	0.0	0.0	0.0	#####	7,927	0	0
	A61F011029446	11/2018	STATE OF CO	49030 STATE ROAD 71	LIMON	CO	LN	8/26/2016	0	0	0	0.0	0.0	0.0	0.0	#####	7,183	0	0
	A61F011029456	11/2018	STATE OF CO	12750 HIGHWAY 96 AT LN 13	ORDWAY	CO	AV	8/9/2016	0	0	0	0.0	0.0	0.0	0.0	#####	2,917	0	0
	A61F011029462	11/2018	STATE OF CO	49030 STATE ROAD 71	LIMON	CO	LN	#	0	0	0	0.0	0.0	0.0	0.0	#####	318	0	0
	A61F011029652	11/2018	STATE OF CO	21000 HIGHWAY 350 E	MODEL	CO	#	9/1/2016	0	0	0	0.0	0.0	0.0	0.0	#####	7,882	0	0
	A61F011029707	11/2018	STATE OF CO	49030 STATE ROAD 71	LIMON	CO	LN	8/26/2016	0	0	0	0.0	0.0	0.0	0.0	#####	6,163	0	0
	A61F011029727	11/2018	STATE OF CO	E US HWY 50	CANON CITY	CO	#	8/29/2016	0	0	0	0.0	0.0	0.0	0.0	#####	1,283	0	0
	A61F011029729	11/2018	STATE OF CO	57500 E US HIGHWAY 50	CANON CITY	CO	#	8/26/2016	0	0	0	0.0	0.0	0.0	0.0	#####	9,550	0	0
	A61F011029826	11/2018	STATE OF CO	10900 SMITH RD	DENVER	CO	DE	9/2/2016	0	0	0	0.0	0.0	0.0	0.0	#####	3,923	0	0
	A61F011029868	11/2018	STATE OF CO	1410 W 13TH ST	PUEBLO	CO	#	11/2/2016	0	0	0	0.0	0.0	0.0	0.0	#####	371	0	0
	A61F011030160	11/2018	STATE OF CO	285 US HIGHWAY 24 N	BUENA VISTA	CO	#	9/8/2016	0	0	0	0.0	0.0	0.0	0.0	#####	3,141	0	0
	A61F011030165	11/2018	STATE OF CO	275 W US HWY 50	CANON CITY	CO	#	9/15/2016	0	0	0	0.0	0.0	0.0	0.0	#####	5,640	0	0
	A61F011030174	11/2018	STATE OF CO	15125 HWY 24/285	BUENA VISTA	CO	#	9/8/2016	0	0	0	0.0	0.0	0.0	0.0	#####	3,364	0	0
	A61F011030214	11/2018	STATE OF CO	57500 E US HIGHWAY 50	CANON CITY	CO	#	9/8/2016	0	0	0	0.0	0.0	0.0	0.0	#####	9,620	0	0
	A61F011030272	11/2018	LA PLATA COI	1060 MAIN AVE	DURANGO	CO	#	8/29/2016	0	0	0	0.0	0.0	0.0	0.0	#####	0	0	0
	A61F011031333	11/2018	STATE OF CO	12750 HIGHWAY 96 AT LN 13	ORDWAY	CO	AV	11/15/2016	0	0	0	0.0	0.0	0.0	0.0	#####	12,312	0	0
	A61F011031343	11/2018	STATE OF CO	21000 HIGHWAY 350 E	MODEL	CO	#	11/17/2016	0	0	0	0.0	0.0	0.0	0.0	#####	3,680	0	0
	A61F011028058	11/2018	STATE OF CO	12750 HIGHWAY 96 AT LANE 13	ORDWAY	CO	AV	6/29/2016	0	0	0	0.0	0.0	0.0	0.0	#####	7,871	0	0
	A61F011029483	11/2018	COLORADO D	121 MAIN ST	CANON CITY	CO	OK	8/12/2016	0	0	0	0.0	0.0	0.0	0.0	#####	279	0	0
	A61F011030993	11/2018	STATE OF CO	275 W US HWY 50	CANON CITY	CO	#	11/14/2016	0	0	0	0.0	0.0	0.0	0.0	#####	5,924	0	0
	A61F011030994	11/2018	STATE OF CO	275 W US HWY 50	CANON CITY	CO	#	10/12/2016	0	0	0	0.0	0.0	0.0	0.0	#####			



Attachment F.3b - Sample Fleet Report

Date: 12/5/2018

Customer Fleet Report (Detail)

Month (MM/YYYY) NOV 2018

Model	Serial #	Cal. year / month	Company	Address	City	State	Att	Install Date	Total Calls	R/T Calls	Avg M C B	Avg R/T	Avg I n	Avg R T	Upl	Avg Mon Vol	A M V B W	A M V C L R	
	AABV011002657	11/2018	EL PASO COU	3555 DRENNAN RD	COLORADO SPRINGS	CO	AT	6/21/2018	0	0	0	0.0	0.0	0.0	0.0	#####	3,267	0	0
	AABV011002675	11/2018	EL PASO COU	2250 JET WING DR	COLORADO SPRINGS	CO	#	6/27/2018	0	0	0	0.0	0.0	0.0	0.0	#####	7,966	0	0
	AABV011002753	11/2018	EL PASO COU	2250 JET WING DR	COLORADO SPRINGS	CO	#	6/27/2018	0	0	0	0.0	0.0	0.0	0.0	#####	0	0	0
	AAEV011004243	11/2018	COLORADO D	275 W US HIGHWAY 50	CANON CITY	CO	#	10/31/2018	1	0	0	0.0	0.0	0.0	0.0	#####	0	0	0
	AAEV011005108	11/2018	COLORADO D	1250 ACADEMY PARK LOOP	COLORADO SPRINGS	CO	#	10/25/2018	1	1	322	1.0	0.0	1	1.59	99.18 %	1,796	0	0
BIZ 4050	AAEV011026297	11/2018	COLORADO D	15125 HWY 24 AND 285	BUENA VISTA	CO	#	5/16/2017	0	0	0	0.0	0.0	0.0	0.0	#####	696	0	0
BIZ 454E	A61E011022387	11/2018	GRAND JUNCT	8 FORESIGHT CIR	GRAND JUNCTION	CO	AC	5/26/2016	1	1	65,070	15.7	0.5	1	17.0	90.54 %	18,794	0	0
	A61E011024912	11/2018	COLORADO D	15125 HWY 24 AND 285	BUENA VISTA	CO	#	8/9/2016	0	0	0	0.0	0.0	0.0	0.0	#####	11,637	0	0
	A61E011024536	11/2018	STATE OF CO	49030 STATE ROAD 71	LIMON	CO	LN	8/26/2016	0	0	0	0.0	0.0	0.0	0.0	#####	10,465	0	0
	A61E011024537	11/2018	STATE OF CO	1845 S TOWNSEND AVE	MONTROSE	CO	#	10/3/2016	0	0	0	0.0	0.0	0.0	0.0	#####	9,365	0	0
	A61E011024609	11/2018	STATE OF CO	49030 STATE ROAD 71	LIMON	CO	LN	8/26/2016	1	0	#####	0.0	0.0	0.0	0.0	#####	11,713	0	0
	A61E011024613	11/2018	COLORADO D	15125 HWY 24 AND 285	BUENA VISTA	CO	#	8/10/2016	0	0	0	0.0	0.0	0.0	0.0	#####	6,324	0	0
	A61E011024621	11/2018	COLORADO D	15125 HWY 24 AND 285	BUENA VISTA	CO	#	8/10/2016	0	0	0	0.0	0.0	0.0	0.0	#####	3,595	0	0
	A61E011024624	11/2018	STATE OF CO	49030 STATE ROAD 71	LIMON	CO	LN	8/26/2016	0	0	0	0.0	0.0	0.0	0.0	#####	4,380	0	0
	A61E011024666	11/2018	STATE OF CO	1200 N GRAND AVE	MONTROSE	CO	#	10/7/2016	0	0	0	0.0	0.0	0.0	0.0	#####	12,975	0	0
	A61E011024684	11/2018	STATE OF CO	1845 S TOWNSEND AVE	MONTROSE	CO	#	9/29/2016	0	0	0	0.0	0.0	0.0	0.0	#####	9,474	0	0
	A61E011025153	11/2018	STATE OF CO	3600 HAVANA ST	DENVER	CO	#	1/18/2017	0	0	0	0.0	0.0	0.0	0.0	#####	16,041	0	0
	A61E011025299	11/2018	STATE OF CO	1845 S TOWNSEND AVE	MONTROSE	CO	#	9/30/2016	0	0	0	0.0	0.0	0.0	0.0	#####	4,862	0	0
	A61E011026649	11/2018	STATE OF CO	3600 HAVANA ST	DENVER	CO	#	10/5/2016	0	1	0	9.9	0.1	1	11.6	93.57 %	919	0	0
	A61E011026656	11/2018	STATE OF CO	10900 SMITH RD	DENVER	CO	DE	10/4/2016	1	0	36,123	0.0	0.0	0.0	0.0	#####	15,482	0	0
	A61E011026744	11/2018	STATE OF CO	3600 HAVANA ST	DENVER	CO	#	10/5/2016	0	0	0	0.0	0.0	0.0	0.0	#####	8,452	0	0
	A61E011026782	11/2018	STATE OF CO	10900 SMITH RD	DENVER	CO	DE	10/4/2016	0	0	0	0.0	0.0	0.0	0.0	#####	7,560	0	0
	A61E011027586	11/2018	STATE OF CO	10900 COUNTY ROAD 219	RIEFL	CO	#	10/9/2016	0	0	0	0.0	0.0	0.0	0.0	#####	6,920	0	0
	A61E011027602	11/2018	STATE OF CO	15125 US HWY 24/285	BUENA VISTA	CO	#	11/4/2016	1	1	36,315	2.3	0.0	1	31	98.29 %	2,958	0	0
	A61E011024554	11/2018	STATE OF CO	15125 HWY 24 AND 285	BUENA VISTA	CO	#	8/24/2016	0	0	0	0.0	0.0	0.0	0.0	#####	10,155	0	0
	A61E011027398	11/2018	STATE OF CO	12750 HIGHWAY 96 AT LN 13	ORDWAY	CO	AV	11/15/2016	0	0	0	0.0	0.0	0.0	0.0	#####	9,553	0	0
BIZ 488	A9HH011005920	11/2018	STATE OF CO	57500 E US HIGHWAY 50	CANON CITY	CO	HC	8/31/2017	0	0	0	0.0	0.0	0.0	0.0	#####	15,637	0	0
	A9HH011005940	11/2018	STATE OF CO	222 S 6TH ST	GRAND JUNCTION	CO	#	9/6/2017	0	0	0	0.0	0.0	0.0	0.0	#####	3,025	0	0
	A9HH011006594	11/2018	COLORADO D	49030 STATE ROAD 71	LIMON	CO	#	1/5/2018	0	0	0	0.0	0.0	0.0	0.0	#####	324	0	0
	A9HH011006595	11/2018	COLORADO D	1250 ACADEMY PARK LOOP	COLORADO SPRINGS	CO	#	11/6/2017	0	0	0	0.0	0.0	0.0	0.0	#####	10,696	0	0
	A9HH011006622	11/2018	COLORADO D	3600 HAVANA ST	DENVER	CO	#	9/28/2017	0	0	0	0.0	0.0	0.0	0.0	#####	947	0	0
	A9HH011006625	11/2018	COLORADO D	15445 S GOLDEN RD	GOLDEN	CO	#	10/17/2017	0	0	0	0.0	0.0	0.0	0.0	#####	11,411	0	0
	A9HH011006633	11/2018	COLORADO D	15445 S GOLDEN RD	GOLDEN	CO	#	10/17/2017	0	0	0	0.0	0.0	0.0	0.0	#####	2,270	0	0
	A9HH011006805	11/2018	COLORADO D	12101 HIGHWAY 61	STERLING	CO	#	10/3/2017	0	0	0	0.0	0.0	0.0	0.0	#####	7,542	0	0
	A9HH011006833	11/2018	COLORADO D	1250 ACADEMY PARK LOOP	COLORADO SPRINGS	CO	#	10/26/2017	0	0	0	0.0	0.0	0.0	0.0	#####	8,815	0	0
	A9HH011006829	11/2018	COLORADO D	12750 HWY 96	CROWLEY	CO	#	10/5/2017	0	0	0	0.0	0.0	0.0	0.0	#####	924	0	0
	A9HH011007535	11/2018	COLORADO D	57500 E US HIGHWAY 50	CANON CITY	CO	HC	10/6/2017	0	0	0	0.0	0.0	0.0	0.0	#####	2,549	0	0
	A9HH011007516	11/2018	COLORADO D	275 W US HWY 50	CANON CITY	CO	#	10/11/2017	0	0	0	0.0	0.0	0.0	0.0	#####	1,972	0	0
	A9HH011007634	11/2018	COLORADO D	12101 HIGHWAY 61	STERLING	CO	#	9/29/2017	0	0	0	0.0	0.0	0.0	0.0	#####	7,626	0	0
	A9HH011007642	11/2018	COLORADO D	12101 HIGHWAY 61	STERLING	CO	#	10/4/2017	0	0	0	0.0	0.0	0.0	0.0	#####	6,331	0	0
	A9HH011007644	11/2018	COLORADO D	57500 E US HIGHWAY 50	CANON CITY	CO	HC	10/4/2017	0	0	0	0.0	0.0	0.0	0.0	#####	5,489	0	0
	A9HH011007662	11/2018	COLORADO D	12101 HIGHWAY 61	STERLING	CO	#	10/3/2017	0	0	0	0.0	0.0	0.0	0.0	#####	5,856	0	0
	A9HH011007663	11/2018	COLORADO D	12101 HIGHWAY 61	STERLING	CO	#	10/5/2017	0	0	0	0.0	0.0	0.0	0.0	#####	5,040	0	0
	A9HH011007669	11/2018	COLORADO D	12101 HIGHWAY 61	STERLING	CO	#	9/29/2017	0	0	0	0.0	0.0	0.0	0.0	#####	6,902	0	0
	A9HH011007672	11/2018	COLORADO D	12750 HWY 96	CROWLEY	CO	#	10/5/2017	0	0	0	0.0	0.0	0.0	0.0	#####	4,906	0	0
	A9HH011007673	11/2018	COLORADO D	12101 HIGHWAY 61	STERLING	CO	#	10/2/2017	0	0	0	0.0	0.0	0.0	0.0	#####	4,548	0	0
	A9HH011007679	11/2018	COLORADO D	57500 E US HIGHWAY 50	CANON CITY	CO	HC	10/4/2017	0	0	0	0.0	0.0	0.0	0.0	#####	5,480	0	0
	A9HH011007709	11/2018	COLORADO D	12101 HIGHWAY 61	STERLING	CO	#	10/4/2017	0	0	0	0.0	0.0	0.0	0.0	#####	2,359	0	0
	A9HH011007702	11/2018	COLORADO D	12101 HIGHWAY 61	STERLING	CO	#	10/3/2017	0	0	0	0.0	0.0	0.0	0.0	#####	3,535	0	0
	A9HH011007705	11/2018	COLORADO D	12101 HIGHWAY 61	STERLING	CO	#	9/29/2017	1	0	38,688	0.0	0.0	0.0	0.0	#####	17,845	0	0
	A9HH011007709	11/2018	COLORADO D	12101 HIGHWAY 61	STERLING	CO	#	9/29/2017	0	0	0	0.0	0.0	0.0	0.0	#####	4,471	0	0
	A9HH011007734	11/2018	COLORADO D	12101 HIGHWAY 61	STERLING	CO	#	10/2/2017	0	0	0	0.0	0.0	0.0	0.0	#####	5,785	0	0
	A9HH011007744	11/2018	COLORADO D	12101 HIGHWAY 61	STERLING	CO	#	9/29/2017	0	0	0	0.0	0.0	0.0	0.0	#####	16,822	0	0
	A9HH011007780	11/2018	COLORADO D	12101 HIGHWAY 61	STERLING	CO	#	10/2/2017	0	0	0	0.0	0.0	0.0	0.0	#####	16,724	0	0
	A9HH011007786	11/2018	COLORADO D	12101 HIGHWAY 61	STERLING	CO	#	9/29/2017	0	0	0	0.0	0.0	0.0	0.0	#####	4,480	0	0
	A9HH011007789	11/2018	COLORADO D	57500 E US HIGHWAY 50	CANON CITY	CO	HC	10/12/2017	0	0	0	0.0	0.0	0.0	0.0	#####	10,258	0	0
	A9HH011007793	11/2018	DEPARTMENT	2862 S CIRCLE DR	COLORADO SPRINGS	CO	#	10/26/2017	0	0	0	0.0	0.0	0.0	0.0	#####	2,862	0	0
	A9HH011007846	11/2018	COLORADO D	57500 E US HIGHWAY 50	CANON CITY	CO	#	10/13/2017	0	0	0	0.0	0.0	0.0	0.0	#####	10,265	0	0
	A9HH011007921	11/2018	COLORADO D	275 W US HWY 50	CANON CITY	CO	#	10/11/2017	0	0	0	0.0	0.0	0.0	0.0	#####	7,253	0	0
	A9HH011008049	11/2018	COLORADO D	57500 E US HIGHWAY 50	CANON CITY	CO	#	10/25/2017	0	0	0	0.0	0.0	0.0	0.0	#####	5,910	0	0
	A9HH011008363	11/2018	DEPARTMENT	57500 E 50 HWY	CANON CITY	CO	#	10/30/2017	0	0	0	0.0	0.0	0.0	0.0	#####	11,420	0	0
	A9HH011008313	11/2018	DEPARTMENT	57500 E US HIGHWAY 50	CANON CITY														



Attachment F.3b - Sample Fleet Report

Date: 12/5/2018

Customer Fleet Report (Detail)

Month (MM/YYYY) NOV 2018

Model	Serial #	Cal. year / month	Company	Address	City	State	Att	Install Date	Total Calls	R/T Calls	Avg M C B	Avg R/T	Avg I n	Avg R T	Avg Upl	Avg Mon Vol	A M V B W	A M V C L R	
	A61D011015473	11/2018	STATE OF CO	1401 W 17TH ST	PUEBLO	CO	#	1/17/2017	0	0	0	0.0	0.0	0.0	0.0	0.0	10,777	0	0
	A61D011011792	11/2018	STATE OF CO	12101 HIGHWAY 81	STERLING	CO	#	10/4/2016	0	0	0	0.0	0.0	0.0	0.0	0.0	15,936	0	0
	A61D01101214	11/2018	STATE OF CO	12101 HIGHWAY 81	STERLING	CO	#	10/4/2016	0	0	0	0.0	0.0	0.0	0.0	0.0	19,256	0	0
	A61D011013230	11/2018	STATE OF CO	10900 SMITH RD	DENVER	DE	#	10/25/2016	1	0	44,004	0.0	0.0	0.0	0.0	0.0	17,496	0	0
BIZ558	A9HG011002404	11/2018	STATE OF CO	608 N PARK ST	CORTEZ	CO	#	3/31/2017	0	0	0	0.0	0.0	0.0	0.0	0.0	2,740	0	0
	A9HG011002459	11/2018	PIKES PEAK V	1675 GARDEN OF THE GODS RD	COLORADO SPRINGS	CO	#	5/11/2017	0	0	0	0.0	0.0	0.0	0.0	0.0	10,875	0	0
	A9HG011005499	11/2018	DEPARTMENT	1410 W 13TH ST	PUEBLO	CO	#	11/2/2017	0	0	0	0.0	0.0	0.0	0.0	0.0	11,094	0	0
	A9HG011005556	11/2018	COLORADO D	12101 HIGHWAY 81	STERLING	CO	#	10/13/2017	0	0	0	0.0	0.0	0.0	0.0	0.0	3,753	0	0
	A9HG011005627	11/2018	COLORADO D	1250 ACADEMY PARK LOOP	COLORADO SPRINGS	CO	#	10/26/2017	0	0	0	0.0	0.0	0.0	0.0	0.0	1,547	0	0
	A9HG011005637	11/2018	DEPARTMENT	10900 SMITH RD	DENVER	DE	#	11/3/2017	0	0	0	0.0	0.0	0.0	0.0	0.0	11,708	0	0
	A9HG011005643	11/2018	DEPARTMENT	1410 W 13TH ST	PUEBLO	CO	#	11/2/2017	0	0	0	0.0	0.0	0.0	0.0	0.0	4,953	0	0
	A9HG011005667	11/2018	COLORADO D	57500 E 50 HWY	CANON CITY	CO	#	10/13/2017	0	0	0	0.0	0.0	0.0	0.0	0.0	10,250	0	0
	A9HG011005669	11/2018	COLORADO D	1401 W 17TH ST	PUEBLO	CO	#	10/19/2017	0	0	0	0.0	0.0	0.0	0.0	0.0	15,939	0	0
	A9HG011005836	11/2018	DEPARTMENT	10900 SMITH RD	DENVER	DE	#	11/3/2017	1	1	67,338	1.5	0.0	1	23.9875	1	13,846	0	0
	A9HG011005896	11/2018	DEPARTMENT	49030 STATE ROAD 71	LIMON	CO	#	11/1/2017	0	0	0	0.0	0.0	0.0	0.0	0.0	22,320	0	0
BIZ558E	AA6T011001328	11/2018	COLORADO D	57500 E US HIGHWAY 50	CANON CITY	CO	#	2/22/2018	0	0	0	0.0	0.0	0.0	0.0	0.0	5,252	0	0
	AA6T011004239	11/2018	EL PASO COU	1060 HARRISON RD	COLORADO SPRINGS	CO	#	11/5/2018	1	0	0	0.0	0.0	0.0	0.0	0.0	0	0	0
	AA6T011001006	11/2018	EL PASO COU	2145 S CHELTON RD	COLORADO SPRINGS	CO	AT	6/26/2018	0	0	0	0.0	0.0	0.0	0.0	0.0	16,053	0	0
BIZ654E	ASYN017010686	11/2018	COLORADO D	15125 HWY 24 AND 285	BUENA VISTA	CO	#	8/9/2016	0	0	0	0.0	0.0	0.0	0.0	0.0	19,966	0	0
	ASYN017010863	11/2018	STATE OF CO	49030 STATE ROAD 71	LIMON	CO	LI	8/26/2016	0	0	0	0.0	0.0	0.0	0.0	0.0	22,707	0	0
	ASYN017010956	11/2018	STATE OF CO	57500 E US HIGHWAY 50	CANON CITY	CO	#	8/31/2016	0	0	0	0.0	0.0	0.0	0.0	0.0	19,220	0	0
	ASYN017011293	11/2018	STATE OF CO	10900 SMITH RD	DENVER	DE	#	10/4/2016	0	0	0	0.0	0.0	0.0	0.0	0.0	82,485	0	0
	ASYN017011490	11/2018	STATE OF CO	EAST US HIGHWAY 50 EVANS BLVD	CANON CITY	CO	#	11/1/2016	1	1	67,251	0.0	0.0	0.0	0.0	0.0	17,645	0	0
	ASYN017012041	11/2018	STATE OF CO	1300 W 13TH ST	PUEBLO	CO	#	12/2/2016	0	0	0	0.0	0.0	0.0	0.0	0.0	10,611	0	0
	ASYN017012493	11/2018	STATE OF CO	57500 E US HIGHWAY 50	CANON CITY	CO	HC	1/18/2017	1	0	13,369	0.0	0.0	0.0	0.0	0.0	18,511	0	0
	ASYN017011289	11/2018	STATE OF CO	57500 E US HIGHWAY 50	CANON CITY	CO	#	9/22/2016	0	0	0	0.0	0.0	0.0	0.0	0.0	34,753	0	0
	ASYN017011291	11/2018	STATE OF CO	3600 HAVANA ST	DENVER	DE	#	10/28/2016	1	0	0	0.0	0.0	0.0	0.0	0.0	6,227	0	0
	ASYN017014939	11/2018	DEPARTMENT	11363 LOCKHART RD	DELTA	HC	#	10/26/2017	0	0	0	0.0	0.0	0.0	0.0	0.0	26,921	0	0
BIZ908	ASKN011001165	11/2018	STATE OF CO	1845 S TOWNSEND AVE	MONTROSE	CO	#	9/29/2016	0	0	0	0.0	0.0	0.0	0.0	0.0	10,836	0	0
	ASKN011002530	11/2018	STATE OF CO	57500 E US HIGHWAY 50	CANON CITY	CO	HC	2/13/2017	0	0	0	0.0	0.0	0.0	0.0	0.0	10,855	0	0
	ASKN011004936	11/2018	DEPARTMENT	57500 E 50 HWY	CANON CITY	CO	#	10/30/2017	0	0	0	0.0	0.0	0.0	0.0	0.0	12,864	0	0
	ASKN011004941	11/2018	COLORADO D	12101 HIGHWAY 81	STERLING	CO	#	10/30/2017	0	0	0	0.0	0.0	0.0	0.0	0.0	28,766	0	0
	ASKN011005095	11/2018	COLORADO D	12101 HIGHWAY 81	STERLING	CO	#	11/1/2017	0	0	0	0.0	0.0	0.0	0.0	0.0	42,289	0	0
	ASKN011006280	11/2018	COLORADO D	275 W US HIGHWAY 50	CANON CITY	CO	#	5/2/2018	0	0	0	0.0	0.0	0.0	0.0	0.0	7,850	0	0
	ASKN011001153	11/2018	STATE OF CO	275 W US HWY 50	CANON CITY	CO	#	10/13/2016	0	0	0	0.0	0.0	0.0	0.0	0.0	8,127	0	0
	ASKN011002563	11/2018	DEPARTMENT	E US HIGHWAY 50 EVANS BLVD	CANON CITY	CO	#	2/13/2017	0	0	0	0.0	0.0	0.0	0.0	0.0	22,432	0	0
	ASKN011007114	11/2018	EL PASO COU	1450 CHEYENNE MEADOWS RD	COLORADO SPRINGS	CO	#	6/25/2018	0	0	0	0.0	0.0	0.0	0.0	0.0	26,004	0	0
	ASKN011007129	11/2018	EL PASO COU	1520 VERDE DR	COLORADO SPRINGS	CO	#	7/25/2018	0	0	0	0.0	0.0	0.0	0.0	0.0	32,952	0	0
	ASKN011007153	11/2018	EL PASO COU	1860 S CHELTON RD	COLORADO SPRINGS	CO	#	7/2/2018	0	0	0	0.0	0.0	0.0	0.0	0.0	49,099	0	0
	ASKN011007278	11/2018	EL PASO COU	1450 CHEYENNE MEADOWS RD	COLORADO SPRINGS	CO	#	6/25/2018	0	0	0	0.0	0.0	0.0	0.0	0.0	15,546	0	0
	ASKN011007298	11/2018	EL PASO COU	1160 KEITH DR	COLORADO SPRINGS	CO	#	7/2/2018	0	0	0	0.0	0.0	0.0	0.0	0.0	28,782	0	0
	ASKN011007350	11/2018	EL PASO COU	1520 VERDE DR	COLORADO SPRINGS	CO	#	7/25/2018	0	0	0	0.0	0.0	0.0	0.0	0.0	18,927	0	0
	ASKN011007368	11/2018	EL PASO COU	12145 S CHELTON RD	COLORADO SPRINGS	CO	AT	6/26/2018	1	1	67,251	0.0	0.0	0.0	0.0	0.0	46,547	0	0
	ASKN011007376	11/2018	EL PASO COU	4710 HARRIER RIDGE DR	COLORADO SPRINGS	CO	#	6/25/2018	0	0	0	0.0	0.0	0.0	0.0	0.0	43,397	0	0
	ASKN011007389	11/2018	EL PASO COU	1060 HARRISON RD	COLORADO SPRINGS	CO	#	7/5/2018	0	0	0	0.0	0.0	0.0	0.0	0.0	29,325	0	0
	ASKN011007411	11/2018	EL PASO COU	3245 SPRINGNITE DR	COLORADO SPRINGS	CO	#	7/10/2018	0	0	0	0.0	0.0	0.0	0.0	0.0	27,273	0	0
	ASKN011007417	11/2018	EL PASO COU	1650 CHARMWOOD DR	COLORADO SPRINGS	CO	#	6/27/2018	0	0	0	0.0	0.0	0.0	0.0	0.0	24,940	0	0
	ASKN011007452	11/2018	EL PASO COU	1740 PEPPERWOOD DR	COLORADO SPRINGS	CO	#	7/5/2/18	0	0	0	0.0	0.0	0.0	0.0	0.0	58,214	0	0
	ASKN011007467	11/2018	EL PASO COU	1650 CHARMWOOD DR	COLORADO SPRINGS	CO	#	6/27/2018	1	1	56,778	1.6	0.1	1	21.9882	1	30,928	0	0
C288	A7PU011007162	11/2018	STATE OF CO	1250 ACADEMY PARK LOOP	COLORADO SPRINGS	CO	#	4/29/2016	0	0	0	0.0	0.0	0.0	0.0	0.0	7,022	5,078	1,944
	A7PU011009174	11/2018	STATE OF CO	1250 ACADEMY PARK LOOP	COLORADO SPRINGS	CO	#	4/29/2016	0	0	0	0.0	0.0	0.0	0.0	0.0	1,071	509	559
	A7R0011005095	11/2018	STATE OF CO	11363 LOCKHART RD	DELTA	CO	HC	9/16/2016	0	0	0	0.0	0.0	0.0	0.0	0.0	1,074	1,046	111
	A7R0011005491	11/2018	STATE OF CO	57500 E US HIGHWAY 50	CANON CITY	CO	#	9/8/2016	0	0	0	0.0	0.0	0.0	0.0	0.0	2,628	2,696	149
	A7R0011005735	11/2018	STATE OF CO	275 W US HWY 50	CANON CITY	CO	#	9/15/2016	0	0	0	0.0	0.0	0.0	0.0	0.0	2,127	2,098	42
	A7R0011006072	11/2018	STATE OF CO	321 S TEJON ST	COLORADO SPRINGS	CO	AT	9/29/2016	0	0	0	0.0	0.0	0.0	0.0	0.0	3,488	2,018	1,470
	A7R0011006858	11/2018	STATE OF CO	275 W US HWY 50	CANON CITY	CO	#	11/18/2016	0	0	0	0.0	0.0	0.0	0.0	0.0	6,266	6,189	55
	A7R0011007182	11/2018	STATE OF CO	275 W US HWY 50	CANON CITY	CO	#	11/14/2016	0	0	0	0.0	0.0	0.0	0.0	0.0	3,305	2,004	1,301
	A7R0011008330	11/2018	COLORADO D	1600 W 24TH ST	PUEBLO	CO	#	4/26/2017	0	0	0	0.0	0.0	0.0	0.0	0.0	1,116	894	222
	A7R0011016320	11/2018	STATE OF CO	606 S 9TH ST	GRAND JUNCTION	CO	#	9/15/2017	0	0	0	0.0	0.0	0.0	0.0	0.0	680	579	102
	A7PU011006056	11/2018	COLORADO S	700 S MAIN ST	LAMAR	CO	#	5/18/2016	0	0	0	0.0	0.0	0.0	0.0	0.0	495	224	271
	A7R0011005285	11/2018	STATE OF CO	57500 E 50 HWY	CANON CITY	CO													



Attachment F.3b - Sample Fleet Report

Date: 12/5/2018

Customer Fleet Report (Detail)

Month (MM/YYYY) NOV 2018

Model	Serial #	Cal. year / month	Company	Address	City	State	Att	Install Date	Total Calls	R/T Calls	Avg M C B	Avg R/T	Avg I n	Avg R T	Avg Upl	Avg Mon Vol	A M V B W	A M V C L R	
	A7PY011017037	11/2018	STATE OF CO	3030 S COLLEGE AVE	FORT COLLINS	CO	#	4/17/2017	0	0	0	0.0	0.0	0.0	0.0	#####	1,394	281	1,117
	A7PY011017659	11/2018	STATE OF CO	225 N MAIN ST	PUEBLO	CO	#	#	0	0	0	0.0	0.0	0.0	0.0	#####	8,941	5,531	3,410
	A7PY011017718	11/2018	STATE OF CO	222 S 6TH ST	GRAND JUNCTION	CO	#	4/25/2017	0	0	0	0.0	0.0	0.0	0.0	#####	972	192	785
	A7PY017002267	11/2018	COLORADO D	1250 ACADEMY PARK LOOP	COLORADO SPRINGS	CO	#	1/8/2018	0	0	0	0.0	0.0	0.0	0.0	#####	1,374	796	578
C3100P	A7PY017002300	11/2018	COLORADO D	12750 HIGHWAY 96 AT LN 13	ORDWAY	CO	AV	1/17/2018	0	0	0	0.0	0.0	0.0	0.0	#####	1,515	1,512	3
	A6DR012104662	11/2018	THE TOWN OF	100 WILCOX ST	CASTLE ROCK	CO	#	11/16/2017	0	0	0	0.0	0.0	0.0	0.0	#####	110	42	68
	A6DR012106193	11/2018	THE TOWN OF	100 WILCOX ST	CASTLE ROCK	CO	#	11/16/2017	0	0	0	0.0	0.0	0.0	0.0	#####	302	79	224
	A6DR012106224	11/2018	THE TOWN OF	100 N WILCOX ST	CASTLE ROCK	CO	#	11/16/2017	0	0	0	0.0	0.0	0.0	0.0	#####	56	19	37
	A6DR012106876	11/2018	THE TOWN OF	100 WILCOX ST	CASTLE ROCK	CO	#	11/16/2017	0	0	0	0.0	0.0	0.0	0.0	#####	233	78	155
	A6DR012106889	11/2018	THE TOWN OF	100 WILCOX ST	CASTLE ROCK	CO	#	11/16/2017	0	0	0	0.0	0.0	0.0	0.0	#####	484	130	354
	A6DR012106891	11/2018	THE TOWN OF	100 WILCOX ST	CASTLE ROCK	CO	#	11/16/2017	0	0	0	0.0	0.0	0.0	0.0	#####	170	46	124
	A6DR012106892	11/2018	THE TOWN OF	100 WILCOX ST	CASTLE ROCK	CO	#	11/16/2017	0	0	0	0.0	0.0	0.0	0.0	#####	62	29	34
	A6DR012106894	11/2018	THE TOWN OF	100 WILCOX ST	CASTLE ROCK	CO	#	11/16/2017	0	0	0	0.0	0.0	0.0	0.0	#####	337	40	297
	A6DR012106898	11/2018	THE TOWN OF	100 N WILCOX	CASTLE ROCK	CO	#	11/16/2017	0	0	0	0.0	0.0	0.0	0.0	#####	1,656	978	678
	A6DR012106902	11/2018	THE TOWN OF	100 WILCOX ST	CASTLE ROCK	CO	#	11/16/2017	0	0	0	0.0	0.0	0.0	0.0	#####	29	20	9
	A6DR012106931	11/2018	THE TOWN OF	100 WILCOX ST	CASTLE ROCK	CO	#	11/16/2017	0	0	0	0.0	0.0	0.0	0.0	#####	87	37	50
	A6DR012107784	11/2018	STATE OF CO	225 N MAIN ST	PUEBLO	CO	#	2/13/2018	0	0	0	0.0	0.0	0.0	0.0	#####	598	195	403
	A6DR011026356	11/2018	TOWN OF CAE	100 N WILCOX ST	CASTLE ROCK	CO	#	6/11/2018	0	0	0	0.0	0.0	0.0	0.0	#####	336	154	182
A6DR012108493	11/2018	TOWN OF CAE	100 WILCOX ST	CASTLE ROCK	CO	#	8/9/2018	0	0	0	0.0	0.0	0.0	0.0	#####	722	407	315	
A6DR012108796	11/2018	THE TOWN OF	100 N WILCOX	CASTLE ROCK	CO	#	8/9/2018	0	0	0	0.0	0.0	0.0	0.0	#####	394	276	118	
A6DR012109304	11/2018	TOWN OF CAE	100 WILCOX ST	CASTLE ROCK	CO	#	10/29/2018	0	0	0	0.0	0.0	0.0	0.0	#####	0	0	0	
A6DR012109349	11/2018	TOWN OF CAE	100 WILCOX ST	CASTLE ROCK	CO	#	10/29/2018	0	0	0	0.0	0.0	0.0	0.0	#####	0	0	0	
A6DR011028850	11/2018	TOWN OF CAE	100 WILCOX ST	CASTLE ROCK	CO	#	1	1	0	0	0.0	0.0	0.0	0.0	#####	0	0	0	
A6DT012105117	11/2018	CASTLE ROCK	100 PERRY ST	CASTLE ROCK	CO	#	#	#	0	0	0	0.0	0.0	0.0	0.0	#####	0	0	0
C388	A7PU011015309	11/2018	STATE OF CO	14707 E 2ND AVE	AURORA	CO	#	10/21/2016	0	0	0	0.0	0.0	0.0	0.0	#####	4,856	3,237	1,619
	A7PU011015323	11/2018	STATE OF CO	226 N 3RD ST.	STERLING	CO	#	10/18/2016	0	0	0	0.0	0.0	0.0	0.0	#####	4,562	3,371	1,169
A7PU011015358	11/2018	STATE OF CO	321 S TEJON ST	COLORADO SPRINGS	CO	AT	9/29/2016	0	0	0	0.0	0.0	0.0	0.0	#####	5,858	3,329	2,528	
A7PU011015422	11/2018	STATE OF CO	2515 FORESIGHT CIR	GRAND JUNCTION	CO	#	10/29/2016	0	0	0	0.0	0.0	0.0	0.0	#####	2,235	1,229	1,006	
A7PU011015425	11/2018	STATE OF CO	109 E VICTORY WAY	CRAIG	CO	#	10/27/2016	0	0	0	0.0	0.0	0.0	0.0	#####	846	612	229	
A7PU011015437	11/2018	STATE OF CO	4109 N ELIZABETH ST	PUEBLO	CO	#	10/26/2016	0	0	0	0.0	0.0	0.0	0.0	#####	3,842	2,552	1,290	
A7PU011016828	11/2018	STATE OF CO	10519 HIGHWAY 6	GYPSSUM	CO	#	1/3/2017	0	0	0	0.0	0.0	0.0	0.0	#####	1,253	871	383	
A7PU011017425	11/2018	STATE OF CO	554 JURASSIC CT	FRUITA	CO	#	12/1/2016	0	0	0	0.0	0.0	0.0	0.0	#####	3,752	2,349	1,403	
A7PU011019477	11/2018	CITY OF CAST	360 W LAKE SQUARE LN	CASTLE PINES	CO	#	3/3/2017	1	1	1	1.1	1.1	1.1	1.4	99.23 %	2,992	4,351	2,541	
A7PU011022723	11/2018	DEPARTMENT	1410 W 13TH ST	PUEBLO	CO	#	5/5/2017	0	0	0	0.0	0.0	0.0	0.0	#####	5,806	3,934	1,881	
A7PU011023077	11/2018	CITY & COUNT	3 COMMUNITY PARK RD	BROOMFIELD	CO	#	12/18/2017	0	0	0	0.0	0.0	0.0	0.0	#####	10,593	10,060	533	
A7PU011027563	11/2018	COLORADO D	57500 E US HIGHWAY 50	CANON CITY	CO	#	11/21/2017	1	1	0	2.0	0.0	1	21.98	86.6 %	7,243	5,437	1,805	
A7PU011029123	11/2018	COLORADO D	1250 ACADEMY PARK LOOP	COLORADO SPRINGS	CO	#	10/26/2017	0	0	0	0.0	0.0	0.0	0.0	#####	7,909	4,797	3,112	
A7PU011029156	11/2018	COLORADO D	57500 E US HIGHWAY 50	CANON CITY	CO	HC	10/6/2017	0	0	0	0.0	0.0	0.0	0.0	#####	2,034	1,213	821	
A7PU011029193	11/2018	COLORADO D	12101 HIGHWAY 61	STERLING	CO	#	11/2/2017	0	0	0	0.0	0.0	0.0	0.0	#####	3,136	2,960	176	
A7PU011029244	11/2018	COLORADO D	49030 STATE ROAD 71	LIMON	CO	LIH	10/10/2017	0	0	0	0.0	0.0	0.0	0.0	#####	1,602	1,745	45	
A7PU011029254	11/2018	COLORADO D	1250 ACADEMY PARK LOOP	COLORADO SPRINGS	CO	#	10/26/2017	0	0	0	0.0	0.0	0.0	0.0	#####	6,552	5,608	943	
A7PU011029266	11/2018	COLORADO D	15440 S GOLDEN RD	GOLDEN	CO	#	10/11/2017	0	0	0	0.0	0.0	0.0	0.0	#####	3,506	2,701	805	
A7PU011029269	11/2018	COLORADO D	15125 HWY 24 AND 285	BUENA VISTA	CO	#	10/4/2017	0	0	0	0.0	0.0	0.0	0.0	#####	1,272	984	390	
A7PU011029335	11/2018	COLORADO D	1401 W 17TH ST	PUEBLO	CO	#	11/2/2017	1	1	0	3.3	0.0	1	4.0	97.80 %	11,656	11,402	255	
A7PU011029347	11/2018	COLORADO D	57500 E US HIGHWAY 50	CANON CITY	CO	HC	10/4/2017	0	0	0	0.0	0.0	0.0	0.0	#####	2,489	1,900	588	
A7PU011029423	11/2018	COLORADO D	275 W US HWY 50	CANON CITY	CO	#	10/11/2017	0	0	0	0.0	0.0	0.0	0.0	#####	3,484	3,357	127	
A7PU017002417	11/2018	DEPARTMENT	1250 ACADEMY PARK LOOP	COLORADO SPRINGS	CO	#	1/8/2018	0	0	0	0.0	0.0	0.0	0.0	#####	3,799	1,778	2,021	
A7PU017003158	11/2018	COLORADO D	236 WYANDOT ST	DENVER	CO	DE	#	11/4/2017	0	0	0	0.0	0.0	0.0	0.0	#####	0	0	0
A7PU017004590	11/2018	OFFICE THE C	102 S TEJON ST	COLORADO SPRINGS	CO	#	2/22/2018	0	0	0	0.0	0.0	0.0	0.0	#####	7,050	6,485	566	
A7PU017006358	11/2018	COLORADO D	1417 AIRPORT RD	RIFLE	CO	#	3/22/2018	0	0	0	0.0	0.0	0.0	0.0	#####	1,131	735	395	
A7PU017006717	11/2018	EL PASO COU	1675 GARDEN OF THE GODS RD	COLORADO SPRINGS	CO	#	4/4/2018	0	0	0	0.0	0.0	0.0	0.0	#####	3,515	1,790	1,725	
A7PU017202617	11/2018	COLORADO D	2424 N TOWNSEND AVE	MONTROSE	CO	#	7/2/2018	0	0	0	0.0	0.0	0.0	0.0	#####	1,019	598	421	
A7PU017202900	11/2018	COLORADO D	1205 WEST AVE	ALAMOSA	CO	#	7/23/2018	0	0	0	0.0	0.0	0.0	0.0	#####	934	513	421	
A7PU017203006	11/2018	COLORADO D	1205 WEST AVE	ALAMOSA	CO	#	7/23/2018	0	0	0	0.0	0.0	0.0	0.0	#####	1,777	1,110	667	
A7PU017206810	11/2018	COLORADO D	121 MAIN ST	CANON CITY	CO	#	11/14/2018	1	0	0	0.0	0.0	0.0	0.0	#####	0	0	0	
A7PU011005096	11/2018	STATE OF CO	1250 ACADEMY PARK LOOP	COLORADO SPRINGS	CO	#	4/20/2016	0	0	0	0.0	0.0	0.0	0.0	#####	625	236	392	
A7PU011005252	11/2018	STATE OF CO	1250 ACADEMY PARK LOOP	COLORADO SPRINGS	CO	#	4/20/2016	0	0	0	0.0	0.0	0.0	0.0	#####	2,755	1,118	1,638	
A7PU011005274	11/2018	STATE OF CO	1250 ACADEMY PARK LOOP	COLORADO SPRINGS	CO	#	4/20/2016	0	0	0	0.0	0.0	0.0	0.0	#####	6,283	3,918	2,359	
A7PU011019721	11/2018	9TH JUDICIAL	109 8TH ST	GLENWOOD SPRINGS	CO	#	1/19/2017	0	0	0	0.0	0.0	0.0	0.0	#####	10,019	7,739	2,280	
A7PU011022729	11/2018	EL PASO COU	1675 GARDEN OF THE GODS RD	COLORADO SPRINGS	CO	#	3/30/2017	2	0	0	0.0	0.0	0.0	0.0	#####	13,890	12,135	1,755	
A7PU011023066	11/2018	STATE OF CO	225 N MAIN ST	PUEBLO	CO	#	#	#	0	0	0	0.0	0.0	0.0	0.0	#####	8,989	3,076	5,883
A7PU011024683	11/2018	STATE OF CO	3045 AEROTECH PKWY	MONTROSE	CO	#	6/15/2017	0	0	0	0.0	0.0	0.0	0.0	#####	580	398	182	
A7PU011029103	11/2018	COLORADO D	3600 HAVANA ST	DENVER	CO	#	11/4/2017	0	0	0	0.0	0.0	0.0	0.0	#####	3,909	2,372	1,537	
A7PU017004276	11/2018	COLORADO D	1205 WEST AVE	ALAMOSA	CO	#	1/25/2018	0	0	0	0.0	0.0	0.0	0.0	#####	1,578	1,078	499	
A7PU017201741	11/2018	COLORADO D	275 W US HIGHWAY 50	CANON CITY	CO	#	5/29/2018	0	0	0	0.0	0.0	0.0	0.0	#####	4,656	3,055	1,601	
A7PU017202612	11/2018	COLORADO S	3832 SOUTH INTERSTATE 25	FORT COLLINS	CO	#	#	#	0	0	0	0.0	0.0	0.0	0.0	#####	3,052	2,094	958
C3851FS	A52G011003746	11/2018	RTD DENVER	711 W 31ST AVE	DENVER	CO	#	11/26/2018	1	0	0	0.0	0.0	0.0	0.0	#####	0	0	0
	ASC011003046	11/2018	STATE OF CO	3217 D	CLETON	CO	#	6/29/2016	0	0	0	0.0	0.0	0.0	0.0	#####	2,447	1,570	1,181
C48E	ASC011029041	11/2018	RTD DENVER	752 S NAVAJO ST	DENVER	CO	#	12/4/2015	0	0	0	0.0	0.0	0.0	0.0	#####	2,564	986	1,559
	ASC011029043	11/2018	RTD DENVER	752 S NAVAJO ST	DENVER	CO	#	12/4/2015	0	0	0	0.0	0.0	0.0	0.0				



Attachment F.3b - Sample Fleet Report

Date: 12/5/2018

Customer Fleet Report (Detail)

Month (MM/YYYY) NOV 2018

Model	Serial #	Cal. year / month	Company	Address	City	State	Att	Install Date	Total Calls	R/T Calls	Avg M C B	Avg R/T	Avg I n	Avg R T	Avg Upl	Avg Mon Vol	A M V B W	A M V B W	
A79M011009224		11/2018	STATE OF CO	1050 LEE HILL DR	BOULDER	CO	#	5/24/2017	0	0	0	0.0	0.0	0.0	0.0	1,035	896	139	
A79M011009228		11/2018	STATE OF CO	12755 WCR 40	PLATTEVILLE	CO	#	5/24/2017	0	0	0	0.0	0.0	0.0	0.0	2,308	1,813	495	
A79M011009249		11/2018	STATE OF CO	10601 10TH ST	GREELY	CO	#	5/23/2017	0	0	0	0.0	0.0	0.0	0.0	13,328	6,189	7,138	
A79M011009310		11/2018	STATE OF CO	401 A AVE	LIMON	CO	#	5/31/2017	0	0	0	0.0	0.0	0.0	0.0	651	567	84	
A79M011010602		11/2018	STATE OF CO	10601 10TH ST	GREELY	CO	#	5/23/2017	2	0	58.320	0.0	0.0	0.0	0.0	6,802	2,711	4,091	
A79M011010782		11/2018	STATE OF CO	179 WEBSTER AVE	BURLINGTON	CO	#	6/6/2017	0	0	0	0.0	0.0	0.0	0.0	810	511	299	
A79M011013574		11/2018	COLORADO D	1250 ACADEMY PARK LOOP	COLORADO SPRINGS	CO	#	8/8/2017	0	0	0	0.0	0.0	0.0	0.0	2,213	925	1,288	
A79M011015175		11/2018	STATE OF CO	222 S 6TH ST	GRAND JUNCTION	CO	#	9/8/2017	0	0	0	0.0	0.0	0.0	0.0	18,971	3,441	5,530	
A79M011015296		11/2018	STATE OF CO	606 S 9TH ST	GRAND JUNCTION	CO	#	9/8/2017	0	0	0	0.0	0.0	0.0	0.0	3,869	1,456	2,413	
A79M011016893		11/2018	COLORADO D	617 RATON AVE	LA JUNTA	CO	#	10/17/2017	0	0	0	0.0	0.0	0.0	0.0	618	492	126	
A79M011016738		11/2018	COLORADO D	12101 HIGHWAY 61	STERLING	CO	#	9/29/2017	2	2	67.738	6.1	0.5	2	13.9	92.29	12,345	10,165	2,180
A79M011016742		11/2018	COLORADO D	1600 W 24TH ST	PUEBLO	CO	#	10/31/2017	0	0	0	0.0	0.0	0.0	0.0	5,395	5,150	285	
A79M011016833		11/2018	COLORADO D	110 MAIN ST	CANON CITY	CO	#	10/13/2017	0	0	0	0.0	0.0	0.0	0.0	1,977	1,378	599	
A79M011017234		11/2018	COLORADO D	275 W US HIGHWAY 50	CANON CITY	CO	#	10/11/2017	0	0	0	0.0	0.0	0.0	0.0	6,545	5,091	1,454	
A79M011017447		11/2018	DEPARTMENT	57500 E US HIGHWAY 50	CANON CITY	CO	#	10/31/2017	0	0	0	0.0	0.0	0.0	0.0	3,052	3,010	59	
A79M011017448		11/2018	DEPARTMENT	57500 E US HIGHWAY 50	CANON CITY	CO	#	10/31/2017	0	0	0	0.0	0.0	0.0	0.0	8,395	8,351	44	
A79M011017462		11/2018	DEPARTMENT	12101 HIGHWAY 61	STERLING	CO	#	11/1/2017	0	0	0	0.0	0.0	0.0	0.0	2,809	2,771	38	
A79M011019001		11/2018	STATE OF CO	1050 LEE HILL DR	BOULDER	CO	#	12/7/2017	0	0	0	0.0	0.0	0.0	0.0	3,316	1,731	1,585	
A79M011019649		11/2018	DEPARTMENT	940 N BROADWAY	DENVER	CO	#	12/21/2017	0	0	0	0.0	0.0	0.0	0.0	7,828	3,510	4,318	
A79M011019710		11/2018	DEPARTMENT	940 N BROADWAY	DENVER	CO	#	12/21/2017	0	0	0	0.0	0.0	0.0	0.0	6,397	2,588	3,809	
A79M011024278		11/2018	COLORADO D	12101 HIGHWAY 61	STERLING	CO	#	4/27/2018	1	0	25	0.0	0.0	0.0	0.0	9,959	7,124	2,836	
A79M011027376		11/2018	COLORADO D	57500 E US HIGHWAY 50	CANON CITY	CO	#	7/2/2018	0	0	0	0.0	0.0	0.0	0.0	7,293	4,228	3,065	
A79M011029871		11/2018	COLORADO D	855 HWY 24 AND 285	BUENA VISTA	CO	#	8/23/2018	0	0	0	0.0	0.0	0.0	0.0	6,621	4,588	2,033	
A79M011033182		11/2018	STATE OF CO	10601 10TH ST	GREELY	CO	#	11/16/2018	1	0	0	0.0	0.0	0.0	0.0	0	0	0	
A79M011033738		11/2018	STATE OF CO	10601 10TH ST	GREELY	CO	#	11/16/2018	1	0	0	0.0	0.0	0.0	0.0	0	0	0	
A79M011034036		11/2018	STATE OF CO	10601 10TH ST	GREELY	CO	#	11/16/2018	1	0	0	0.0	0.0	0.0	0.0	0	0	0	
A79M011002206		11/2018	DEPARTMENT	1410 W 13TH ST	PUEBLO	CO	#	#	0	0	0	0.0	0.0	0.0	0.0	4,821	3,540	1,280	
A79M011006214		11/2018	MI CASA RESI	945 GROVE ST	DENVER	CO	#	9/12/2017	0	0	0	0.0	0.0	0.0	0.0	19,296	11,092	7,604	
A79M011009726		11/2018	PIKES PEAK V	1675 GARDEN OF THE GODS RD	COLORADO SPRINGS	CO	#	5/11/2017	0	0	0	0.0	0.0	0.0	0.0	10,269	6,734	3,535	
A79M011015405		11/2018	RTD DENVER	1560 BROADWAY	DENVER	CO	#	8/24/2017	0	0	0	0.0	0.0	0.0	0.0	3,748	1,297	2,451	
A79M011019750		11/2018	COLORADO D	HWY 50 EVANS BLVD/MSC BLDG	CANON CITY	CO	#	12/26/2017	0	0	0	0.0	0.0	0.0	0.0	17,880	16,146	1,734	
A79M011020382		11/2018	COLORADO D	1300 W 13TH ST	PUEBLO	CO	#	2/15/2018	0	0	0	0.0	0.0	0.0	0.0	763	541	222	
A79M011022863		11/2018	COLORADO D	1375 HWY 96	CROWLEY	CO	#	2/21/2018	0	0	0	0.0	0.0	0.0	0.0	2,721	1,883	836	
A79M011027813		11/2018	CDOT G RD	2330 G RD	GRAND JUNCTION	CO	#	10/15/2018	1	1	0	3.2	0.1	1	37.97	13	5	8	
A79M011030559		11/2018	RTD DENVER	711 W 31ST AVE	DENVER	CO	#	11/26/2018	1	0	0	0.0	0.0	0.0	0.0	0	0	0	
ASAY11018980		11/2018	STATE OF CO	1250 ACADEMY PARK LOOP	COLORADO SPRINGS	CO	#	4/20/2016	1	1	21.156	9.6	1.1	1	10.6	94.10	5,077	3,406	1,671
ASAY11020800		11/2018	COLORADO D	18500 E COLFAK	AURORA	CO	#	5/26/2016	0	0	0	0.0	0.0	0.0	0.0	5,197	2,078	3,120	
A79K011000296		11/2018	STATE OF CO	888 GARDEN OF THE GODS RD	COLORADO SPRINGS	CO	#	10/24/2016	0	0	0	0.0	0.0	0.0	0.0	8,628	4,901	3,727	
A79K011000498		11/2018	STATE OF CO	3642 S GALAPAGO ST	ENGLEWOOD	CO	#	10/13/2016	0	0	0	0.0	0.0	0.0	0.0	12,187	6,488	5,473	
A79K011001278		11/2018	STATE OF CO	10900 SMITH RD	DENVER	CO	#	10/4/2016	0	0	0	0.0	0.0	0.0	0.0	11,477	11,130	347	
A79K011001281		11/2018	STATE OF CO	3800 HAVANA ST	DENVER	CO	#	10/5/2016	0	0	0	0.0	0.0	0.0	0.0	2,544	1,722	827	
A79K011002671		11/2018	STATE OF CO	1300 W 13TH ST	PUEBLO	CO	#	12/2/2016	0	0	0	0.0	0.0	0.0	0.0	6,840	5,460	1,370	
A79K011008415		11/2018	STATE OF CO	222 S 6TH ST	GRAND JUNCTION	CO	#	9/6/2017	0	0	0	0.0	0.0	0.0	0.0	7,047	3,960	3,384	
A79K011008429		11/2018	STATE OF CO	222 S 6TH ST	GRAND JUNCTION	CO	#	9/6/2017	0	0	0	0.0	0.0	0.0	0.0	10,186	3,421	6,765	
A79K011009322		11/2018	COLORADO D	14707 E 2ND AVE	AURORA	CO	#	10/3/2017	0	0	0	0.0	0.0	0.0	0.0	4,345	2,656	1,688	
A79K011009350		11/2018	COLORADO D	888 GARDEN OF THE GODS RD	COLORADO SPRINGS	CO	#	10/19/2017	0	0	0	0.0	0.0	0.0	0.0	7,982	4,356	3,965	
A79K011009369		11/2018	COLORADO D	940 N BROADWAY	DENVER	CO	#	10/2/2017	0	0	0	0.0	0.0	0.0	0.0	10,957	7,086	3,871	
A79K011009370		11/2018	COLORADO D	1250 ACADEMY PARK LOOP	COLORADO SPRINGS	CO	#	10/26/2017	0	0	0	0.0	0.0	0.0	0.0	13,293	8,822	8,461	
A79K011009372		11/2018	COLORADO D	940 N BROADWAY	DENVER	CO	#	10/2/2017	0	0	0	0.0	0.0	0.0	0.0	1,849	949	900	
A79K011009615		11/2018	COLORADO D	940 N BROADWAY	DENVER	CO	#	10/2/2017	0	0	0	0.0	0.0	0.0	0.0	4,843	2,758	2,085	
A79K011009668		11/2018	COLORADO D	2516 FORESIGHT CIR	GRAND JUNCTION	CO	#	#	0	0	0	0.0	0.0	0.0	0.0	5,679	4,546	1,528	
A79K011009676		11/2018	COLORADO D	3257 W 20TH ST	GREELY	CO	#	10/10/2017	0	0	0	0.0	0.0	0.0	0.0	7,784	5,607	2,177	
A79K011009679		11/2018	COLORADO D	8900 SHERIDAN BLVD	WESTMINSTER	CO	#	10/5/2017	0	0	0	0.0	0.0	0.0	0.0	8,607	5,794	2,813	
A79K011009683		11/2018	COLORADO D	15445 S GOLDEN RD	GOLDEN	CO	#	10/17/2017	0	0	0	0.0	0.0	0.0	0.0	5,940	4,638	1,301	
A79K011009688		11/2018	COLORADO D	3642 S GALAPAGO ST	ENGLEWOOD	CO	#	10/3/2017	0	0	0	0.0	0.0	0.0	0.0	10,955	6,695	4,260	
A79K011009712		11/2018	COLORADO D	915 4TH ST	ALAMOSA	CO	#	10/16/2017	0	0	0	0.0	0.0	0.0	0.0	1,106	466	460	
A79K011009713		11/2018	COLORADO D	8900 SHERIDAN BLVD	WESTMINSTER	CO	#	10/5/2017	0	0	0	0.0	0.0	0.0	0.0	6,653	4,224	2,429	
A79K011009728		11/2018	COLORADO D	310 LASHLEY ST	LONGMONT	CO	#	10/13/2017	0	0	0	0.0	0.0	0.0	0.0	2,609	1,416	1,193	
A79K011009737		11/2018	COLORADO D	1073 MAIN AVE	DURANGO	CO	#	9/29/2017	0	0	0	0.0	0.0	0.0	0.0	1,521	1,033	488	
A79K011009748		11/2018	COLORADO D	8800 SHERIDAN BLVD	WESTMINSTER	CO	#	10/4/2017	0	0	0	0.0	0.0	0.0	0.0	6,808	4,218	2,590	
A79K011009800		11/2018	COLORADO D	4109 N ELIZABETH ST	PUEBLO	CO	#	10/12/2017	0	0	0	0.0	0.0	0.0	0.0	2,797	1,717	1,080	
A79K011009801		11/2018	COLORADO D	3000 S COLLEGE AVE	FORT COLLINS	CO	#	10/10/2017	0	0	0	0.0	0.0	0.0	0.0	4,434	3,112	1,322	
A79K011009847		11/2018	DEPARTMENT	888 GARDEN OF THE GODS RD	COLORADO SPRINGS	CO	#	10/27/2017	0	0	0	0.0	0.0	0.0	0.0	8,551	5,649	2,902	
A79K011010970		11/2018	DEPARTMENT	940 N BROADWAY	DENVER	CO	#	12/21/2017	0	0	0	0.0	0.0	0.0	0.0	2,203	1,134	1,068	
A79K011011120		11/2018	COLORADO D	3600 HAVANA ST	DENVER	CO	#	3/5/2018	0	0	0	0.0	0.0	0.0	0.0	9,260	6,186	3,074	
A79K011013721		11/2018	COLORADO D	236 WYANDOT ST	DENVER	CO	#	#	0	0	0	0.0	0.0	0.0	0.0	0	0	0	
A79K011013790		11/2018	COLORADO D	888 GARDEN OF THE GODS RD	COLORADO SPRINGS	CO	#	7/25/2018	0	0	0	0.0	0.0	0.0	0.0	486	126	360	
A79K011009731		11/2018	EL PASO COU	9 E WERBICO AVE	COLORADO SPRINGS	CO	#	9/19/2017	0	0	0	0.0	0.0	0.0	0.0	3,277	1,270	2,004	
A79K011000727		11/2018	COLORADO D	2823 W HOWARD PLACE	DENVER	CO	#	9/23/2016	0	0	0	0.0	0.0	0.0	0.0	3,881	1,842	2,039	
A79K011001258		11/2018	STATE OF CO	3600 HAVANA ST	DENVER	CO	#	11/2/2016	0	0	0	0.0	0.0	0.0	0.				



Attachment F.3b - Sample Fleet Report

Date: 12/5/2018

Customer Fleet Report (Detail)

Month (MM/YYYY) NOV 2018

Model	Serial #	Cal. year / month	Company	Address	City	State	Att	Install Date	Total Calls	R/T Calls	Avg M C B	Avg R/T	Avg g i n	Avg R T	Upl	Avg Mon Vol	A M V B W	A M V CL R	
	A2X1017018236	11/2018	STATE OF CO	742 TURNER DR	DURANGO	CO	#	9/29/2016	0	0	0	0.0	0.0	0	0.0	20,217	19,569	648	
C658	A79J011000407	11/2018	STATE OF CO	3600 HAVANA ST	DENVER	CO	#	10/5/2016	2	2	0	8.4	0.1	2	21.3	88.19 %	32,053	32,259	349
	A79J013001014	11/2018	STATE OF CO	606 S 9TH ST	GRAND JUNCTION	CO	#	9/8/2017	0	0	0	0.0	0.0	0	0.0	3,157	1,618	1,539	
	A79J013001322	11/2018	DEPARTMENT	1401 W 17TH ST	PUEBLO	CO	#	9/28/2017	1	1	#####	2.1	0.2	1	3.1	98.29 %	17,753	17,346	407
	A79J013001341	11/2018	COLORADO D	8800 SHERIDAN BLVD	WESTMINSTER	CO	#	10/4/2017	1	1	0	8.1	0.1	1	9.1	94.95 %	9,862	7,032	2,830
	A79J013001347	11/2018	COLORADO D	14707 E 2ND AVE	AURORA	CO	#	10/3/2017	0	0	0	0.0	0.0	0	0.0	5,175	3,302	1,873	
	A79J011000320	11/2018	STATE OF CO	12750 HIGHWAY 96 AT LN 13	ORDWAY	CO	AV	11/15/2016	0	0	0	0.0	0.0	0	0.0	11,621	8,905	2,716	
	A79J013001536	11/2018	COLORADO D	2345 E US HIGHWAY 50	CANON CITY	CO	#	11/8/2017	0	0	0	0.0	0.0	0	0.0	7,867	5,457	2,400	
C754E	A2X0017008061	11/2018	PIKES PEAK V	1675 GARDEN OF THE GODS RD	COLORADO SPRINGS	CO	#	5/11/2017	0	0	0	0.0	0.0	0	0.0	16,703	10,449	6,253	
	A2X0017009150	11/2018	COLORADO D	1250 ACADEMY PARK LOOP	COLORADO SPRINGS	CO	#	10/26/2017	0	0	0	0.0	0.0	0	0.0	5,038	2,487	2,551	
PRO1100	A799011002203	11/2018	EL PASO COU	1160 KEITH DR	COLORADO SPRINGS	CO	#	7/2/2018	1	1	28.445	1.0	0.4	1	1.8	98.99 %	38,191	0	0
	A799011002204	11/2018	EL PASO COU	2755 JANITELL RD	COLORADO SPRINGS	CO	#	6/25/2018	0	0	0	0.0	0.0	0	0.0	84,528	0	0	
	A799011002235	11/2018	EL PASO COU	550 SAND CREEK DR	COLORADO SPRINGS	CO	AT	8/16/2018	2	2	600	3.8	0.2	2	10.2	94.36 %	13,694	0	0
	A799011002242	11/2018	EL PASO COU	2250 JET WING DR	COLORADO SPRINGS	CO	#	8/15/2018	2	2	73.432	12.5	0.0	2	26.7	85.17 %	62,801	0	0
	A799011002436	11/2018	EL PASO COU	610 BROOKSHIRE AVE	COLORADO SPRINGS	CO	#	9/13/2018	1	0	85.812	0.0	0.0	0	0.0	87,696	0	0	
PRO958	A796011001366	11/2018	COLORADO D	57500 E US HIGHWAY 50	CANON CITY	CO	#	1/22/2018	1	1	#####	3.7	0.0	1	4.7	97.38 %	23,303	0	0
	A796011001346	11/2018	COLORADO D	2345 E US HIGHWAY 50	CANON CITY	CO	#	10/20/2017	0	0	0	0.0	0.0	0	0.0	31,059	0	0	
	A796011001550	11/2018	EL PASO COU	4710 HARRIER RIDGE DR	COLORADO SPRINGS	CO	#	6/29/2018	1	1	#####	8.4	0.0	1	9.0	95.00 %	41,495	0	0
	A796011001851	11/2018	EL PASO COU	200 LOOMIS AVE.	COLORADO SPRINGS	CO	#	7/2/2018	0	0	0	0.0	0.0	0	0.0	19,763	0	0	
	A796011001855	11/2018	EL PASO COU	1860 S CHELTON RD	COLORADO SPRINGS	CO	#	7/2/2018	0	0	0	0.0	0.0	0	0.0	46,804	0	0	
	A796011001856	11/2018	EL PASO COU	550 SAND CREEK DR	COLORADO SPRINGS	CO	AT	8/16/2018	1	1	#####	6.9	0.0	1	7.9	95.62 %	44,906	0	0
	A796011001860	11/2018	EL PASO COU	2550 DORSET DR	COLORADO SPRINGS	CO	#	7/10/2018	0	0	0	0.0	0.0	0	0.0	34,732	0	0	
	A796011001862	11/2018	EL PASO COU	2755 JANITELL RD	COLORADO SPRINGS	CO	#	7/6/2018	2	2	#####	3.3	0.1	2	3.2	94.91 %	67,899	0	0
	A796011001863	11/2018	EL PASO COU	2311 MONTEREY DR	COLORADO SPRINGS	CO	#	7/10/2018	0	0	0	0.0	0.0	0	0.0	33,174	0	0	
	A796011001866	11/2018	EL PASO COU	2550 DORSET DR	COLORADO SPRINGS	CO	#	7/10/2018	1	0	#####	0.0	0.0	0	0.0	71,983	0	0	
	A796011001867	11/2018	EL PASO COU	1740 PEPPERWOOD DR	COLORADO SPRINGS	CO	#	7/5/2018	1	1	#####	13.8	0.0	1	15.0	91.67 %	57,117	0	0
	A796011001868	11/2018	EL PASO COU	4880 DOVER DR	COLORADO SPRINGS	CO	#	7/5/2018	0	0	0	0.0	0.0	0	0.0	52,985	0	0	
	A796011001870	11/2018	EL PASO COU	2145 S CHELTON RD	COLORADO SPRINGS	CO	AT	7/6/2018	0	0	0	0.0	0.0	0	0.0	58,040	0	0	
	A796011001871	11/2018	EL PASO COU	2250 JET WING DR	COLORADO SPRINGS	CO	#	8/16/2018	0	0	0	0.0	0.0	0	0.0	16,189	0	0	

Attachment F – Scope of Work Response

(Revised 10.30.2018)

RFP-NP-18-001

Copiers and Managed Print Services

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

PART I

Instructions: Offeror must indicate their understanding/compliance with the following Subsections of the RFP by selecting “Yes” from the drop-down menu. If a Subsection is not applicable to your Proposal, select “N/A” from the drop down menu. If you are not able to comply with a Subsection, select “No” from the drop-down menu. For all “N/A” and “No” responses, you must indicate the reason in the Comments column. In addition, if you select “Yes” and would like to expound on that response you may also do so in the Comments column. Subsections not contained in the table below do NOT alleviate Offeror from complying with the requirements of those Subsections.

Section	Subsection	Select the appropriate response from the drop-down menu	Comments
Solicitation Overview			
Contract Term	1.5.2	Yes	
Pricing	1.10.1	Yes	
	1.10.2	Yes	
	1.10.3	Yes	
	1.10.4	Yes	
	1.10.5	Yes	
	1.10.6	Yes	
	1.10.7	Yes	
	1.10.8	Yes	
	1.10.9	Yes	
	1.10.10	Yes	
	1.10.11	Yes	

	1.10.12	Yes	
	1.10.13	Yes	
	1.10.14	Yes	
	1.10.15	Yes	
RFP Requirements and Information			
Firm Offers	3.13	Yes	
News Releases	3.17	Yes	
Certification of Non-Debarment	3.19	Yes	
Scope of Work			
Overview			
	4.1.2	Yes	
	4.1.3	Yes	
	4.1.4	Yes	
	4.1.5	Yes	
	4.1.6	Yes	
MPS	4.1.7	Yes	
Survivability	4.1.8	Yes	
	4.1.9	Yes	
	4.1.10	Yes	
	4.1.11	Yes	
Dealers	4.3.4	Yes	
	4.3.5	Yes	
	4.3.6	Yes	
Product Offerings			
Device Standards	4.4.3 (a)	Yes	

	4.4.3 (b)	Yes	
	4.4.3 (c)	Yes	
	4.4.3 (d)	Yes	
	4.4.3 (e)	Yes	
	4.4.3 (f)	Yes	
	4.4.3 (g)	Yes	
	4.4.3 (h)	Yes	
	4.4.3 (i)	Yes	
	4.4.3 (j)	Yes	
	Device Exceptions	4.4.4 (a)	Yes
4.4.4 (b)		Yes	
4.4.4 (c)		Yes	
4.4.4 (d)		Yes	
4.4.4 (e)		Yes	
4.4.4 (f)		Yes	
4.4.4 (g)		Yes	
Accessories	4.4.5	Yes	
Software	4.4.6	Yes	
Consumable Supplies	4.4.7 (a)	Yes	
	4.4.7 (b)	Yes	
	4.4.7 (c)	Yes	
	4.4.7 (d)	Yes	
Reman/Refurb Equipment	4.4.8	N/A	Konica Minolta does not provide Reman/Refurb equipment.
Open Market Items	4.4.9 (a)	Yes	

	4.4.9 (b)	Yes	
	4.4.9 (c)	Yes	
	4.4.9 (d)	Yes	
	4.4.9 (e)	Yes	
Emerging Technologies	4.4.10	Yes	
Service Offerings			
Maintenance Agreements			
Pricing	4.5.2 (a) (i)	Yes	
	4.5.2 (a) (ii)	Yes	
	4.5.2 (a) (iii)	Yes	
	4.5.2 (a) (iv)	Yes	
	4.5.2 (a) (v)	Yes	
	4.5.2 (a) (vi)	Yes	
	4.5.2 (a) (vii)	Yes	
	4.5.2 (a) (viii)	Yes	
	4.5.2 (a) (ix) <i>(11"x17" impressions)</i>	Yes	
	4.5.2 (a) (x)	Yes	
	4.5.2 (a) (xi)	Yes	
	4.5.2 (a) (xii)	Yes	
	4.5.2 (a) (xiii) <i>(Initial Term)</i>	Yes	
	4.5.2 (a) (xiv) <i>(Renewal Term)</i>	Yes	
Blended Rates	4.5.2 (b)	Yes	
Manual Meter Reads	4.5.2 (c)	Yes	
Customer Owned	4.5.2 (d) (i)	Yes	

Equipment	4.5.2 (d) (ii)	Yes	
	4.5.2 (d) (iii)	Yes	
Lease or Rental Equipment	4.5.2 (e) (i)	Yes	
	4.5.2 (e) (ii)	Yes	
	4.5.2 (e) (iii)	Yes	
Legacy Equipment	4.5.2 (f) (i)	Yes	
	4.5.2 (f) (ii)	Yes	
	4.5.2 (f) (iii)	Yes	
	4.5.2 (f) (iv)	Yes	
Service Requirements			
Technicians	4.5.3 (a)	Yes	
Standard Service Levels	4.5.3 (b) (i) (1) <i>(End-User Training)</i>	Yes	
	4.5.3 (b) (i) (2) <i>(End-User Training)</i>	Yes	
	4.5.3 (b) (i) (3) <i>(End-User Training)</i>	Yes	
	4.5.3 (b) (i) (4) <i>(End-User Training)</i>	Yes	
	4.5.3 (b) (i) (5) <i>(End-User Training)</i>	Yes	
	4.5.3 (b) (i) (6) <i>(End-User Training)</i>	Yes	
	4.5.3 (b) (i) (7) <i>(End-User Training)</i>	Yes	
	4.5.3 (b) (ii) <i>(Preventative Maintenance)</i>	Yes	
	4.5.3 (b) (iii) (1) <i>(Equipment Performance)</i>	Yes	
	4.5.3 (b) (iii) (2) <i>(Equipment Performance)</i>	Yes	
	4.5.3 (b) (iii) (3) <i>(Equipment Performance)</i>	Yes	

	4.5.3 (b) (iii) (4) <i>(Equipment Performance)</i>	Yes	
	4.5.3 (b) (iii) (5) <i>(Equipment Performance)</i>	Yes	
	4.5.3 (b) (iv) <i>(Loaner Equipment)</i>	Yes	
	4.5.3 (b) (v) <i>(Repair Parts)</i>	Yes	
	4.5.3 (b) (vi) (1) <i>(Service Zones)</i>	Yes	
	4.5.3 (b) (vi) (2) <i>(Service Zones)</i>	Yes	
	4.5.3 (b) (vi) (3) <i>(Service Zones)</i>	Yes	
Service Logs	4.5.3 (b) (vii)	Yes	
Equipment Relocation	4.5.3 (b) (viii) (1)	Yes	
	4.5.3 (b) (viii) (2)	Yes	
	4.5.3 (b) (viii) (3)	Yes	
	4.5.3 (b) (viii) (4)	Yes	
Meter Read Invoicing	4.5.3 (c) (i)	Yes	
	4.5.3 (c) (ii)	Yes	
	4.5.3 (c) (iii)	Yes	
	4.5.3 (c) (iv)	Yes	
Service Level Calculations	4.5.3 (d)	Yes	
Reporting	4.5.3 (e)	Yes	
Software Subscriptions	4.5.4 (a)	Yes	
	4.5.4 (b)	Yes	
	4.5.4 (c)	Yes	
	4.5.4 (d)	Yes	
	4.5.4 (e)	Yes	

	4.5.4 (f)	Yes	
	4.5.4 (g)	Yes	
Purchase, Lease, and Rental Programs			
	4.6.1	Yes	
	4.6.2	Yes	
	4.6.3	Yes	
Equipment Trade-In	4.6.4	Yes	
Lease and Rental Rates	4.6.5 (a)	Yes	
	4.6.5 (b)	Yes	
	4.6.5 (c)	Yes	
	4.6.5 (d)	Yes	
	4.6.5 (e)	Yes	
	4.6.5 (f)	Yes	
	4.6.5 (h)	Yes	
	4.6.5 (i)	Yes	
Leasing and Rental Overview	4.6.6 (a)	Yes	
	4.6.6 (b)	Yes	
	4.6.6 (c)	Yes	
	4.6.6 (d)	Yes	
	4.6.6 (e)	Yes	
	4.6.6 (f)	Yes	
	4.6.6 (g)	Yes	
	4.6.6 (h)	Yes	
	4.6.6 (i)	Yes	

	4.6.6 (j)	Yes	
	4.6.6 (k)	Yes	
	4.6.6 (l)	Yes	
	4.6.6 (m)	Yes	
Leasing and Rental Options			
FMV Lease	4.6.7 (a) (i)	Yes	
	4.6.7 (a) (ii)	Yes	
Capital Lease	4.6.7 (b) (i)	Yes	
	4.6.7 (b) (ii)	Yes	
Straight Lease	4.6.7 (c) (i)	Yes	
	4.6.7 (c) (ii)	Yes	
Cancellable Rental	4.6.7 (d) (i)	Yes	
	4.6.7 (d) (ii)	Yes	
	4.6.7 (d) (iii)	Yes	
Short-Term Rental	4.6.7 (e) (i)	N/A	Konica Minolta is not offering short-term rentals.
	4.6.7 (e) (ii)	N/A	Konica Minolta is not offering short-term rentals.
Leasing and Rental Terms and Conditions			
Possession and Return of Lease or Rental Equipment	4.6.8 (a) (i)	Yes	
	4.6.8 (a) (ii)	Yes	
	4.6.8 (a) (ii) (1)	Yes	
	4.6.8 (a) (ii) (2)	Yes	
	4.6.8 (a) (ii) (3)	Yes	
	4.6.8 (a) (iii)	Yes	
	4.6.8 (a) (iv)	Yes	
Payment	4.6.8 (b)	Yes	

Buyout to Keep Option	4.6.8 (c)	Yes	
Buyout to Return Option	4.6.8 (d)	Yes	
Equipment Upgrade or Downgrade	4.6.8 (e)	Yes	
Non-appropriation of Funds	4.6.8 (f)	Yes	
Assignment	4.6.8 (g) (i)	Yes	
	4.6.8 (g) (ii)	Yes	
	4.6.8 (g) (iii)	Yes	
Early Termination Charges	4.6.8 (h) (i)	Yes	
	4.6.8 (h) (ii)	Yes	
Default	4.6.8 (i) (i)	Yes	
	4.6.8 (i) (ii)	Yes	
	4.6.8 (i) (iii)	Yes	
	4.6.8 (i) (iv)	Yes	
	4.6.8 (i) (v)	Yes	
Remedies	4.6.8 (j) (i)	Yes	
	4.6.8 (j) (ii) (1)	Yes	
	4.6.8 (j) (ii) (2)	Yes	
	4.6.8 (j) (ii) (3)	Yes	
Customer Service	4.7.2	Yes	
	4.7.3	Yes	
	4.7.4	Yes	
	4.7.5	Yes	
	4.7.6	Yes	

Equipment Demonstration Requirements	4.8.1	Yes	
	4.8.2	Yes	
	4.8.3 (a)	Yes	
	4.8.3 (b)	Yes	
	4.8.3 (c)	Yes	
	4.8.3 (d)	Yes	
	4.8.4	Yes	
Ordering and Invoicing Specifications	4.9.1	Yes	
	4.9.2	Yes	
	4.9.3	Yes	
	4.9.4	Yes	
	4.9.5	Yes	
	4.9.6	Yes	
	4.9.7	Yes	
	4.9.8	Yes	
	4.9.9	Yes	
	4.9.10	Yes	
	4.9.11	Yes	
	4.9.12	Yes	
Delivery Requirements	4.10.1	Yes	
	4.10.2	Yes	
	4.10.3	Yes	
	4.10.4	Yes	
	4.10.5	Yes	

	4.10.6	Yes	
	4.10.7	Yes	
	4.10.8	Yes	
	4.10.9	Yes	
	4.10.10	Yes	
	4.10.11	Yes	
Equipment Installation Requirements	4.11.1	Yes	
	4.11.2	Yes	
	4.11.3	Yes	
	4.11.4	Yes	
	4.11.5	Yes	
	4.11.6	Yes	
	4.11.7	Yes	
Inspection and Acceptance	4.12.1	Yes	
	4.12.2	Yes	
	4.12.3	Yes	
	4.12.4	Yes	
Security Requirements			
Network and Data Security	4.13.1 (a)	Yes	
	4.13.1 (b)	Yes	
	4.13.1 (c)	Yes	
Sensitive Information	4.13.2	Yes	
Data Breach	4.13.3	Yes	
Authentication and Access	4.13.4 (a)	Yes	

	4.13.4 (b)	Yes	
	4.13.4 (c)	Yes	
	4.13.4 (d)	Yes	
Hard Drive Removal	4.13.5 (a)	Yes	
	4.13.5 (b)	Yes	
	4.13.5 (c)	Yes	
	4.13.5 (d)	Yes	
	4.13.5 (e)	Yes	
	4.13.5 (f)	Yes	
Warranty Requirements			
	4.14.1	Yes	
	4.14.2	Yes	
	4.14.3	Yes	
	4.14.4	Yes	
	4.14.5	Yes	
	4.14.6	Yes	
	4.14.7	Yes	
	4.14.8	Yes	
	4.14.9	Yes	
	4.14.10	Yes	
Lemon Clause	4.14.11 (a)	Yes	
	4.14.11 (b)	Yes	
	4.14.11 (c)	Yes	
	4.14.11 (d)	Yes	

	4.14.11 (e)	Yes	
	4.14.11 (f)	Yes	

Attachment F – Scope of Work Response

RFP-NP-18-001

Copiers and Managed Print Services

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

PART II

Instructions: Offeror must provide a detailed response to each of the questions (and their sub-questions) listed below. Responses will not be limited to a certain number of pages. Samples of reports or other documents requested need to be included in Section 7 of your hardcopy Proposal packet, and in Folder 7 of your electronic submission, and must be cross-referenced so that the response and the corresponding document can be easily located in your hardcopy Proposal packet.

1) Per Subsection 4.3 of the RFP:

- a) Describe your process for selecting Dealers to provide Products and Services under a resulting Master Agreement.

Konica Minolta Business Solutions (“Konica Minolta”) has over ten years of experience working with NASPO ValuePoint. During this time we have carefully crafted a successful process for selecting Dealers. This process has produced an extensive dealer network with over 350 relationships that we currently utilize under the 3091 contract. Each of these dealers possesses extensive knowledge and exemplary performance records on NASPO ValuePoint acquired under NASPO 1715 and 3091.

We fully intend on expanding upon this extensive dealer network and knowledge base for the new contract. Dealers from this network that are in good standing will be reengaged and familiarized with any new contractual intricacies. The flexibility incorporated into the revised NASPO ValuePoint terms and conditions will enable Konica Minolta to continue existing relationships while additionally cultivating several new partnerships. Both the Government Account Manager (“GAM”) and the District Sales Manager (“DSM”) will regularly convene to ensure that all viable dealer options are capitalized on and that current relationships continue to strengthen while always adhering to the Master Agreement and corresponding Participating Addendum’s term and conditions.

- b) Describe how your organization will on-board your Dealers and handle issues of poor performance.

Onboarding

The Government Sales and Marketing Team members are committed to making an awarded NASPO ValuePoint contract a rewarding tool for our dealer and direct sales channels. We intend to expand upon our current onboarding techniques that have fostered over ten years of successful relationships and performance under NASPO ValuePoint 1715 and 3091. Post award our team will create materials that aid in the marketing, sales and order processes utilized by all Konica Minolta management, administration and channel sales teams. These materials, which are posted to the Konica Minolta internal Government Portal, will include launch presentations, price catalogs, NASPO ValuePoint marketing materials, FAQ’s, sales and order process guides,

internal process documentation and a link to the NASPO ValuePoint website for additional organizational information.

The screenshot shows the Konica Minolta website's NASPO ValuePoint portal. The top navigation bar includes links for Working@KMBS, Working w/KMBS, Sales, Marketing, Service, ITS, Learning, Logistics, Products, Pricing, Rewards, and KMBS411. A search bar is located in the top right. The breadcrumb trail reads: Home > Sales > Government > State Information > Cooperative Contracts > NASPO ValuePoint > Multifunction Devices. A welcome message for Timothy Massey is visible in the top right. The main content area is titled 'Multi-functional Devices, Printers and Related Software' and features the NASPO ValuePoint logo. Two state contract listings are provided:

- State Contract: #NASPO ValuePoint Managed Print Services**
Contract Title: Managed Print Services
Effective: 04/16/16 - 12/31/19
KMBS NASPO ValuePoint MPS Website (click here to view awarded pricing for each state, specs, etc.)
NASPO ValuePoint MPS Website (click here to view the contract and competitors pricing)
- State Contract: #NASPO ValuePoint 3091 Multifunction Devices**
Contract Title: Multi-functional Devices, Printers and Related Software
Effective: 01/01/15 - 12/31/19
KMBS NASPO ValuePoint 3091 Website (click here to view awarded pricing for each state, specs, etc.)
NASPO ValuePoint 3091 Website (click here to view the contract and competitors pricing)

Sidebars include 'Key Links' (CRM 360°, Education, Enterprise Accounts, Facilities Management Solutions, Franchise Print, Global Business Services, Government, Healthcare, Legal), 'Government Links' (Contract Support, Dealer Assignment Form, Federal Information, National Cooperatives Information, State Information, State Contract Access Request Form), and 'Solutions' (3D Printing, Cost Accounting, Device Administration, Document Management, Scan, Capture & Route, Security Systems, Variable Data Printing).

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

- NASPO ValuePoint Organizational Overview
- NASPO ValuePoint Contract Overview
- Purchasing Entities' Eligibility
- Konica Minolta Product and Services Offering
- Price Catalog
- Terms and Conditions
- NASPO ValuePoint Sales Talk Track
- Sales Process
- Order Process and Documentation
- Internal Processes
- Government Portal Review
- Marketing Resources

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

When updates to the NASPO ValuePoint contract are made, a bulletin will be created and distributed to all personnel to inform them of changes to pricing, products or anything else related to the contract.

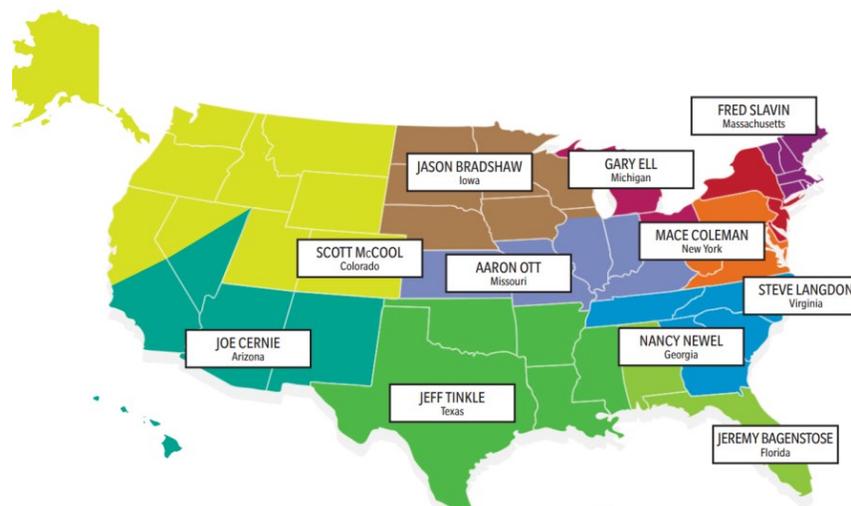
Performance Management

Over ten years of exceptional experience with NASPO ValuePoint, generates confidence in our ability to execute contract compliance and successful dealer management. We fully understand that every Authorized Dealer's performance reflects directly upon Konica Minolta and as such we do not take measures of accountability lightly. Through our extensive experience under NASPO ValuePoint and other state and national cooperative contracts are able to create significant improvements to our dealer management process. Emphasis is placed upon performance incentives and responsibility alike.

When a contract is awarded, as standard practice, our government contracts division will draft a Dealer Participation Agreement ("DPA"). This contractual agreement will contain all the requirements and Service Level Agreement ("SLA") thresholds contained in the final award. The DPA will bind the dealer to the contract terms and list remedies for violation. Moreover dealers are required to abide by their authorized dealer contract which is overseen by a dedicated wholesale staff led by the DSM. Performance issues related to a resulting NASPO ValuePoint contract could inevitably impact the authorized dealer's contract.

The assigned GAM will manage all aspects of contract performance through education at the dealership level. Konica Minolta has a wide variety of tools including but not limited to regular self-directed training on state, local and education ("SLED") sales and cooperative contracts usage, along with presentations and activities to reinforce these best practices. Konica Minolta has a heavy emphasis on extensive and regularly evolving education for both the dealers and the sales teams to help mitigate any potential performance concerns.

Typically, performance issues are related to transitions within the sales or administrative staff. When issues arise, GAMs work to reeducate key dealer staff and monitor opportunities through the sales process until there is a comfort level with both the material and contract processes. GAMs are assigned geographically to ensure coverage. A map of the current GAMs and their assigned territories can be found below.



- c) How will you ensure that your Authorized Dealers will offer the correct contract pricing to Purchasing Entities, and that the contract is being utilized correctly?

Konica Minolta's Authorized Dealers are contractually bound to uphold all pricing and terms and conditions of our contracts. Consequences for contract violations from dealers are explicitly outlined in the previously referenced DPA along with the terms and conditions in the Master Agreements/ Participating Agreement and Konica Minolta policies.

All contractual or pricing related concerns can be cross referenced by Authorized Dealers on the government portal. This portal that contains pertinent contract details and information is shared via webinar with Konica Minolta's Administrative Teams to answer any questions they have before the first order is placed. In addition to internal education, contract launches and continued education for sales teams across the country are standard.

All authorized dealer orders are thoroughly reviewed by the Dealer Order Administration Team for compliance. Catalog pricing listed on the portal is expected to be at or below contract pricing. Any questions in regards to contract usage are directed back to the GAM and the State Contract Compliance Team located in Vienna, VA. This team does one final confirmation that all methods of acquisitions are at or below contract pricing and are in full compliance.

- d) In the event a Dealer becomes non-compliant with the contract and refuses to provide Products or Services to a customer, describe how your organization will handle this issue and the measures that will be put in place to ensure it doesn't happen again.

Our Dealers have years of exemplary performance partnering with us on NASPO ValuePoint 1715 and 3091. They are versed in the contractual responsibilities for pricing and terms and conditions and fully understand the ramifications for failure to meet these obligations. As indicated throughout our response, in the unlikely event of dealer non-compliance, we are confident in our lines of communication and planned responsive measures.

For Konica Minolta it is about much more than fulfilling the contractual obligations, we realize that our contractual performance solidifies our reputation. Our customer's needs are always prioritized regardless of dealer performance. In the rare event that we must address a dealer's performance, we will first take steps to ensure that the customer's experience is not interrupted and then take steps to address the dealer's performance.

Our company proactively monitors our dealer's performance to ensure that each are fulfilling the required terms and conditions of the Master Agreement and Participating Addenda. We conduct quarterly meetings and follow up sessions with dealers to discuss contractual and sales related concerns followed by progress and performance reviews. During this performance review session any issues that may have surfaced will be addressed directly. Dealers will be tasked with rectifying the concern immediately. Dealers that fail to adhere to these obligations will ultimately be removed from contract.

- e) What type of training do you provide to your Dealers, and how will you ensure that new staff is properly trained in the nuances of each Participating Addendum? Provide a sample training plan or information sheet that you will give to your Dealers.

Konica Minolta provides every dealer with an initial contract launch package and PowerPoint presentation that is customized for each participating addendum. This presentation also includes information on participating state addenda where applicable. In addition to this initial training,

the GAM will conduct quarterly meetings and follow up sessions with dealers to discuss contractual and sales related concerns followed by progress and performance reviews. Konica Minolta routinely monitors our dealer performance to ensure that each are fulfilling the required terms and conditions of the Master Agreement.

Our entire Government sales team is readily available to our dealers to answer any questions in regards to the Master Agreement or individual Participating Addenda. The Government Sales Team is directly supported by a qualified team of State Contract Specialists and an extensive network of additional supporting Konica Minolta personnel.

All dealers have support readily accessible through the Konica Minolta secure portal. This site provides dealers with the most up to date launch materials, contract terms and conditions, pricing files and additional resources. Dealers also have access to sales process guides, sample order documentation, FAQ sheets and a variety of presentations all designed to assist the dealer and sales teams. These documents are regularly updated by the Government Account Manager (GAM). These documents are also regularly reviewed by the State Contract Team and Master Agreements Team to ensure compliance and accuracy.

The Konica Minolta intranet site (mykonicaminolta.com) also contains learning courses for our products and services. For staff new to the SLED vertical, there is a certification course that is available to dealers that provides a self-guided tutorial on the government sales process, cooperative contracting with a worksheet that allows staff to tailor the course to their specific territory.

(Sample Training Documents and Information Sheets are provided with our response in Section 7 of the hard copy and Folder 7 of the electronic submission, titled “Attachment F.1e Sample Government Training Plan”).

- f)** How does your organization plan to provide continuing education for your Dealers to ensure that they are kept up-to date on Master Agreement and Participating Addenda modifications and/or amendments?

Our Government Team ensures that all Dealers are kept up to date on Master Agreement and Participating Addenda modifications and/or amendments through the regular portal updates, continuous education and an accessible supportive personnel network all designed to deliver contract success. This education material includes regional virtual training for internal staff who engages regularly with dealers along with training in regards to PA changes that are impactful to an entire state or specific dealers in regards to sales and administration. The GAM is always readily available to the dealers to answer any questions in regards to the Master Agreement or individual Participating Addenda. In addition Government Sales Team is directly supported by a qualified team of State Contract Specialists and an extensive network of additional supporting personnel.

- g)** Describe your process for updating your Dealer channel whenever your Price Lists are updated and approved by the Lead State.

Pricing is always readily available to management, administration, and the sales team on our Government Portal.

A bulletin is also created and distributed to all personnel once any changes to pricing, products or anything else related to the contract is released. The Government Sales Team is available to answer any questions in regards to these modifications. Over the years of working with NASPO

ValuePoint, Konica Minolta has established an effective communication process for pricing updates with our Dealers. Each of our dealers can reliably manage contract pricing changes through direct lines of communication from Konica Minolta and confirmation via our Government Portal.

2) Per Subsection 4.5.2(f) of the RFP:

- a) Describe your process for determining Useful Life on a Device, with the understanding that it is not always based on passage of time alone.
- Do you factor in down-time, parts replacement, and number of Service Calls etc.?

In determining potential Useful Life on a Device, several criteria may come into play or combination thereof:

- Age
- Obsolescence
- Physical Condition
- Service History
- Lack of current technology features, e.g. federal security requirements
- Costs
- Workflow Efficiency
- Energy Efficiency

If replacing/removing can improve the current environment for example, by reducing costs, increasing efficiency or improving environmental impact, Konica Minolta will provide replacement or consolidation recommendations.

b) Describe your ability to perform maintenance on Legacy Equipment.

- Are you able to provide service on customer owned Equipment that was acquired from another Manufacturer? If so, how?

Contingent upon the specific scope of work, availability of crossed trained technicians in the area, and any specific customer SLA, Konica Minolta can provide service on certain customer owned equipment that was acquired from another manufacturer.

- Are your Technicians cross-trained in multiple Manufacturer Devices?

Konica Minolta requires its technicians to undergo extensive training on all of the equipment and solutions that Konica Minolta provides service on; this includes multiple manufacturer devices where applicable.

c) How will you ensure that your Dealers are adhering to the time-frame and pricing requirements as outlined in 4.5.2(f) (iii) and (iv)?

Required maintenance terms and conditions and pricing are relayed to dealers during the initial launch presentation and are accessible via the secure Government Portal thereafter. Constant lines of communication and follow up education are implemented by the designated GAM. A collective network of Konica Minolta teams work diligently to ensure the compliance of the maintenance agreement.

The Order and Invoice Implementation Teams are responsible for the overall review of all purchase orders in the SAP system. Any questions in regards to contract usage or pricing as previously referenced are directed back to the State Contract Team. Each of these teams will work with the entire Government Sales Team to properly communicate pricing requirements and terms and conditions to the field. All authorized dealer orders go through one final review by the Dealer Order Administration Team to ensure compliance and that that pricing is not above contract.

3) Per Subsection 4.5.3 of the RFP:

- a) Describe the methodology used to develop your organizations performance standards and the processes and tools used to monitor and measure performance against those standards.

Konica Minolta Business Solutions is committed to providing our customers with a world-class service program that complements our advanced product line. We have gone to great lengths to establish a nationwide service program that is effective, simple to manage and efficient in delivering comprehensive service, while also achieving our overall goals of increased reliability and customer satisfaction.

With 120 Direct Branch Sales Offices and approximately 365 Authorized Dealers nationwide, all fully supported by Konica Minolta Service and Technical experts, our service model ensures that customers receive the same high level of service, compliant with Konica Minolta prescribed standards, consistently across all locations. Konica Minolta has a multi-phase escalation process designed to determine the root cause of any failure to achieve service standards. This process is enforced to initiate corrective actions, ensuring that any service failures are promptly rectified, and service is returned to acceptable levels. We empower our people to deliver excellence in service day after day.

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

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

The Printer Support Group will triage any issues with the following steps:
“MOBILE” Service Notifications directed to Printer Support Routed via Contact to Advisor to triage the problem

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

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

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

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

First Level Support

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

Second Level Support

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

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

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

Third Level Support

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

Konica Minolta is chartered to provide a full spectrum of services to customers in North and South America. These services range from consultation and project management to network design and integration. KMPS is also on-site support for complex issues or anomalies in conjunction with SSD. KMPS is staffed with engineers carrying various industry certifications including but not limited to MCSE / MCSA / CNE / MCNE / CNI / CCNA / CDIA / SCO /

Solaris / AS/400 Systems Manager). All data relating to the issue is escalated to the applicable Konica Minolta engineer. Our engineers will respond on-site upon review of the issue with the required knowledge and expertise. Konica Minolta works with the SSD and on-site customer service personnel to isolate customer needs, root cause and implement the required solution set.

Advanced Communications

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

Konica Minolta adheres to all service requirements outlined in section 4.5.3 of the Copiers and MPS RFP, including but not limited to; diligent end user training, extensive customer support and the availability of product literature , preventative maintenance, maintaining proper service logs, collecting accurate meter reads, adhering to the service and relocation zone master agreement requirements, ensuring loaner equipment dispersal with machines inoperable for over two days, the guarantee of repair parts availability for five years and 96% or greater of a purchasing entities' fleet operable. Our methodology to develop, adhere to and measure across the board standards has been carefully fine-tuned over the past ten years of successfully working with NASPO ValuePoint in order to effectively deliver customer satisfaction. We are confident in our service standards execution and are continuously expanding on this process.

- b)** Provide a sample report which contains the following data: Uptime percentage (%) per fleet of Devices, number of Service Calls placed, Response Time per Device, dates that Preventative Maintenance was performed, hours of end-user training performed, and estimated end of Useful Life per Device based on current usage.
- Can customers obtain this reporting information online? If so, how do they access it? Is a log-in required?
 - Can the information be exported?
 - Can customers obtain their own Ad-hoc reports?

Logging into the secure Konica Minolta web based management reporting tool at www.mykmbs.com enables users to easily manage their equipment. A user with a Fleet Manager role can run reports with these reporting tools. These reports can be generated at any time and all can easily be exported through excel. Users can select specific fields to generate reports as required such as uptime and usage. The primary focus of mykmbs.com is to provide our clients with an efficient on-line service management tool, designed to manage their equipment fleet. This site provides 24 hour a day, 7 days a week real-time access to all of your equipment information needs.

(A sample customer fleet report and brochure are provided with our response in Section 7 of the hard copy and Folder 7 of the electronic submission, titled “Attachment F 3.b Sample Fleet Report” & “Attachment F 3b MyKMBS brochure”). The report includes detailed information on a fleet of machines which can be exported through the customer’s www.mykmbs.com account.

The site is intended to provide Konica Minolta clients with a unique perspective into their Konica Minolta account. This application allows the client to view pertinent, consolidated information that would normally be provided on a manual case-to-case basis. All information provided is real time and accurate information, which is linked directly to the Konica Minolta SAP operating system for seamless information flow. All reports include data on a rolling 90-day period, allowing our clients to view the most up to date information possible. In addition, all reports can easily be downloaded directly into Microsoft Excel, providing a simple method to sort and retain data. The MyKMBS fleet report includes but is not limited to: Uptime percentage (%) per fleet of Devices, number of Service Calls placed, Response Time per Device. Available report specifics include:

General Fleet Information- Provides an overview of the purchasing entities' entire fleet, including equipment installation dates and service contract coverage dates.

Fleet Uptime Performance- Provides uptime and response time statistics for the purchasing entities' entire fleet, including the average monthly copy volume and copies between calls.

Equipment by Location- A customized inventory report detailing the location of all machines.

Open Service Calls- View a list of all open service calls for the entire fleet, and monitor response times.

(Additional information related to these reports, including screenshots of the reports that can be pulled is provided with our response in Section 7 of the hard copy and Folder 7 of the electronic submission, titled "Attachment F 3.b Online Account Management Data.").

- What additional tools or features does your reporting system offer?

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

- c) Provide a copy of your organization's standard SLA. This SLA must, at a minimum, adhere to the requirements outlined in Subsection 4.5.3(b).

Please see the attached Standard SLA located in in Section 7 of the hard copy and Folder 7 of the electronic submission, titled "Attachment F 3.c KMBS SLA".

- d) Describe your organization's ability to meet or exceed the Service Response Times as outlined in Subsection 4.5.3(b)(vi).

Konica Minolta recognizes the importance of efficient service expertise; each of our customers consistently receives the highest standard of service in the industry as demonstrated in our effective service implementation over the past ten years for the NASPO 1715 and 3091 contracts. Upon receipt of a service request, a Customer Support Representative enters all machine and call related information into the Konica Minolta SAP-based Service Management system, which creates a unique service ticket and immediately notifies the assigned Konica Minolta branch technician or Authorized Dealer dispatcher of a new service call. Call details,

including response time, machine volume and the specific service issue are always documented. This data is regularly compiled to seek areas for continuous improvement. Within 1 hour of receipt of call, the technician or dispatcher will contact the requestor to confirm call receipt and provide an estimated time of arrival.

Service call on-site response shall be within an average of four (4) business hours of receipt of call for all customer locations serviced by a branch or within 50 miles of an Authorized Dealer. Remote locations outside of this radius will be responded to, on-site, within an average of six (6) business hours from call placement. Upon arrival, the authorized technician will utilize their own “trunk stock” of inventory, which consists of most common replacement parts, to ensure first call repair. Our factory trained and certified technicians are fully supported through our Systems Solutions and Development (SSD), a dedicated team of technical engineers. SSD provides technicians with a toll-free hotline and interactive website, to support any escalated technical issues. If the issue cannot be resolved by the technician or remote SSD Technical Support an on-site visit by a technical engineer is initiated. This process ensures that no technician, and no Konica Minolta product, will be left unsupported in the field, further increasing the reliability of a Konica Minolta fleet.

Should covered equipment be out of service, due to maintenance needs, for more than sixteen (16) consecutive business hours, or if a production print unit is out of service for more than 24 hours, Konica Minolta shall provide a loaner unit of similar capabilities upon request. At that point if we determine the unit cannot be properly repaired to manufacturer’s specification it will be eligible for a replacement unit of substantially similar or greater capabilities, at no additional charge. We firmly stand behind our products. Additional specifics are outlined in the above referenced Konica Minolta sample SLA document.

e) How does your organization measure Technician performance?

- Are they evaluated based on the number of Service Calls completed, or the amount of time at a Service Call?

Extensive training and preparation enables Konica Minolta to hold all of our service technicians both direct Konica Minolta employees and authorize dealer personnel to high standards. Unresolved issues are promptly escalated within Konica Minolta. We use key performance indicators to measure our service response time such as: wait time in the Konica Minolta Global Client Services queue, first call back time, response time for a technician to arrive on-site, time to repair, uptime on a machine basis and a fleet basis, MCBF or mean copies (prints) between failures, utilization rates of the MFDs and printers, to name a few key measures. Other measures may be added based on agreed upon SLAs in each participating state. Konica Minolta vigorously monitors the service response program and provides periodic reviews and alterations.

f) Describe your end-user training process for Equipment. How do you allocate resources to conduct the training?

- How long are your training sessions?

Konica Minolta firmly believes that proper end user training is the cornerstone of any successful program. By ensuring that users are properly trained to operate our equipment, as well as how to utilize the advanced features to simplify document workflow procedures and increase efficiency, Konica Minolta increases the satisfaction of our users. These minimum of one hour training courses consist of a general overview of the

features of the machine, a review of available document processes, such as finishing, scanning and other options, instruction on how to maintain the unit, such as clearing simple paper jams and adding toner, and training on how to place service calls and collect meter reads. Konica Minolta views user training as an ongoing process and is committed to providing follow-up key operator training throughout the course of our relationship, at no additional charge to ensure that all users are comfortable with the installed fleet of our equipment. On production print equipment and wide format, there may be advanced user functions that require additional specialized training. Advanced training on these functions beyond the initial first hour session may be chargeable in one hour flat rate fee increments.

Konica Minolta provides comprehensive and focused training tailored to the specific needs of each of our clients, ensuring full utilization of the devices and complete satisfaction with the output.

Orientation

- Provided by a Konica Minolta certified technician
- General overview following install of basic functions and uses
- Clearing jams
- Changing toner and reloading staples
- Placing service calls
- Reading meters
- Includes functionality testing by the technician

In-Depth Training

- Coordinated by the Client Support Representative
- Customized and scheduled to meet customer requirements
- Time is dedicated to complex device functionalities
- Enlists specialists for advanced solutions training
- Extensive product literature
- Client-specific training materials:
 - Video
 - Webcasts
 - Laminates
 - Guides
 - Classroom

Support at your fingertips

Our award-winning bizhub MarketPlace makes it easy to browse, purchase and download apps specifically designed for Konica Minolta MFPs. Similar to those used on mobile devices, but specific to the purchasing entities' business needs, the apps can be accessed right from your MFP control panel. The cost-free "How2" app contains brief "common function" video tutorials that can be viewed from a smartphone or tablet simply by scanning the QR code in the app; they can also be conveniently viewed and printed in a PDF version.

Konica Minolta training teams develop their expertise through our continual learning program to keep apprised of all Konica Minolta product offerings that include stand-alone digital devices as well as our advanced connected products and third party solutions. This approach allows our customer support teams to become invaluable partners in the success of our customer's workflow solutions while providing the highest level of client satisfaction.

g) Describe how your organization provides proactive Preventative Maintenance to address technical issues before they become operational problems.

- What type of Preventative Maintenance is done at the time of a Service Call?

Proactive preventative maintenance

Konica Minolta is fully responsible for ensuring that all equipment remains in good working order. All copiers placed under a maintenance contract have preventative maintenance performed on them in accordance with Konica Minolta's prescribed schedule at a minimum of once per year. This service is done at or before the prescribed copy volumes are reached. By providing this service, Konica Minolta helps to ensure copy quality, as well as maintain machine performance.

- Check and replace any PM parts necessary
- Check MFD & accessories standards

bizhub vCare

Our optional bizhub vCare is a no charge software system developed by Konica Minolta Business Technologies designed to enhance customer care through efficient management of Konica Minolta MFD's. Consisting of a bizhub vCare Server and bizhub vCare-enabled MFDs, the system allows for the quick and efficient interchange of data between the bizhub vCare enabled MFD's and the bizhub vCare Server via the Internet.

Konica Minolta's bizhub vCare program will increase the purchasing entities' productivity by maximizing uptime and providing preventative maintenance. With automated meter reads and monitoring of toner levels, scheduled service calls, proactive routine maintenance and fast emergency response, bizhub vCare is a comprehensive preventative maintenance program that will ensure optimal performance of the state's fleet.

Konica Minolta Field Technicians are equipped with vCare Integrated Mobile Devices that enable field service technicians to:

- Check PM parts counters and know what to bring to the customer
- Check MFD & accessor standards
- Check supply levels on any connected MFD
- Review MFD service history with specific code information
- Generate and email MFD-specific vCare reports to anyone

In addition, vCare will automatically read meters each month, dispatch a Konica Minolta Field Technician when malfunctions are detected, track service calls on mykonica.minolta.com and monitor consumable parts such as fusers, developers and drum units so that any necessary replacement is a proactive service.

- h) Describe your process for communicating with customers regarding inoperable Equipment, including updates for resolution timeframe, and any parts, Accessories, or Devices that are on back-order.

A customer's dedicated sales representative and the assigned technician will communicate with the customer in regards to the status of any pending requests and the resolution time frame. Our technicians do maintain a supply of common parts, known as "trunk stock", to provide immediate access for repair services. Also by entering call-related information via laptops, replacement parts for either emergency shipment or operating inventory replenishment are automatically ordered through an advanced inventory management tool linked to our SAP system. Our technicians have the resources necessary while in the field to properly maintain their assigned fleets to meet our high standards and to support the parts and supplies inventory needs of our clients. We maintain several strategically located regional distribution centers that stock extensive parts inventories, available for same or next day shipment, including a UPS parts warehouse which will ship until 10:00 p.m. Each branch also maintains a safety stock of parts and supplies, ensuring that all necessary parts are available to maintain the operation of your fleet.

Customers can initiate and track a service call anywhere at any time through either the dedicated toll-free hotline or our interactive fleet management site www.mykmb.com. Upon receipt of a service request, a Customer Support Representative enters all machine and call related information into the Konica Minolta SAP-based Service Management system, which automatically creates a unique service ticket and immediately notifies the assigned Konica Minolta branch technician or Authorized Dealer dispatcher of a new service call. Within 1 hour of receipt of call, the technician or dispatcher will contact the requestor to confirm call receipt and provide an estimated time of arrival. Upon completion of all service calls, the technician "closes" the call in SAP, which gathers details regarding the call, including response time, machine volume and service issue for future reporting.

Automatic flags are initiated in the systems that allow necessary resolution steps to be continuously monitored upon escalation. Ordering and service related information is tracked by the Konica Minolta branch administrator and assigned an Account Representative. All calls regarding equipment, supplies, consumables, software solutions, and help desk support will go through our Konica Minolta Global Client Services. They manage all reporting for our services and follow-up calls.

All service and support requests are monitored throughout the process, from the time of the initial call that outlines the device's or system's problem, throughout the response time all the way through final resolution. If a device's/system's problem cannot be resolved on the initial service engagement and the system remains inoperable, the customer is promptly notified by the service representative via phone/email and based on the critical need of the end user and or SLA requirements, the following escalation steps are initiated as needed.

- Service Representative initiates priority level support via mobile app or via Contact
- Support Center ("CSC")
- Part availability assessment/ overnight shipment
- Remote CSC and Solutions and Systems Support Escalation
- Service Manager Escalation
- Loan Support procedures when needed
- Continued Sales and Customer Support

- 4) Per **Subsection 4.5.4** of the RFP, how do you ensure that software patches and updates are communicated to the customer?

Konica Minolta believes that communication and education are essential in regards to software changes intended to update, fix or enhance capabilities. Konica Minolta and our software partners or vendors use various methods to communicate with our clients regarding field updates and patches. One of the main means of communication is email. We request an email for the key contact or department that will be facilitating our technology. We use that email to communicate any critical updates, firmware and or patches, although not all updates and patches are mandatory we still advise our clients to be remain informed by regularly consulting with our system engineers for any applicable updates to their current environment.

Additional means of communication include subscription portals open to the client and FAQ sites for our technical services. Field staff and the help desk continuously work to distribute the latest updated information. Our technicians and help desk are the first lines of communication to our clients and are well versed on all updates.

Per **Subsection 4.7** of the RFP:

- a) Describe how your organization responds to customer complaints. Identify your escalation process and the personnel that will handle these issues.

The designated GAM and Contract Specialist are responsible for the overall resolution of any contract related concern. They work in collaboration with multiple departments for problem identification and resolution. These departments include but are not limited to Service, Billing, Credit/Finance, Insurance, Reporting and Order Processing. A detailed description of common complaints and our path to resolution is provided below.

Service Complaints

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

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

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

The Printer Support Group will triage any issues with the following steps:
“MOBILE” Service Notifications directed to Printer Support Routed via Contact to Advisor to triage the problem

- If Problem Resolved – Close service notification in SAP
- If Problem Escalated – On site support required
- Printer Support works with customer to make sure problem is resolved to customer satisfaction.
- Printer Support Advisor updates notes in SAP such as:

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

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

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

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

First Level Support

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

Second Level Support

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

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

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

Third Level Support

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

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

Advanced Communications

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

Konica Minolta adheres to all service requirements outlined in section 4.5.3 of the Copiers and MPS RFP, including but not limited to; diligent end user training, extensive customer support and the availability of product literature , preventative maintenance, maintaining proper service logs, collecting accurate meter reads, adhering to the service and relocation zone master agreement requirements, ensuring loaner equipment dispersal with machines inoperable for over two days, the guarantee of repair parts availability for five years and 96% or greater of a purchasing entities' fleet operable. Our methodology to develop, adhere to and measure across the board standards has been carefully fine-tuned over the past ten years of successfully working with NASPO ValuePoint in order to effectively deliver customer satisfaction. We are confident in our service standards execution and are continuously expanding on this process.

Billing and Credit

Konica Minolta fully understands the importance of timely and accurate invoicing for customers. Should a customer dispute any invoice or a portion thereof the customer will notify Konica Minolta in writing within 15 days of the invoice date, pay the undisputed portion, and the parties will work together in good faith to resolve the dispute. This dispute is directly handled by our Client Billing Help desk that is dedicated to solely supporting invoice related questions. In addition we have dedicated billers assigned to each of our clients who will work to resolve any occurrences in a timely manner. Every call is logged into our SAP system along with a description of the issue and the reports are monitored and reviewed by management to ensure our clients are receiving the highest level of support.

Purchasing entities can contact their Account Manager who will rectify the discrepancies and have a corrected invoice submitted for full payment. In the event the dispute will take longer than terms of payments specified in the terms and conditions of the Order, payment will be made in full and if warranted a credit will be posted to the purchasing entities account upon resolution

of the dispute. If the Parties are unable to resolve the dispute within 30 days of customer's notification, the parties may pursue all remedies available at law or in equity.

Reporting and Rebates

Concerns in regards to reporting or late rebate payments will be directly addressed to the dedicated State Contract Specialist, Ann Marie Burns. With over twelve years of experience, she is responsible for managing Konica Minolta's Government National Cooperatives Contracts including the current NASPO 3091 contract. Ann Marie oversees the sales reporting and ensures overall contract compliance. She will work in collaboration with the Government Program Specialist, and thirty year veteran, Lisa Murdza, to resolve any reporting or rebate concern. Lisa has extensive knowledge in regards to the reporting and rebate intricacies of NASPO ValuePoint through her experience with 1715 and 3091.

General Inquiries

All other forms of customer inquiries are reviewed by the GAM and Contract Specialist as the initial POCs that can provide assistance with numerous different potential contractual concerns. If the GAM and Contract Specialist determine there is a need for escalation, they will evaluate the complaint and determine the appropriate path of escalation. Once a determination is reached, the complaint is forwarded to the appropriate party and timelines for completion are set. The GAM and Contract Specialist will continue to monitor and coordinate with all parties to ensure that a resolution is found and the customer is aware of the process and its status.

- b) Describe how you assess customer satisfaction. Do you send out user surveys, call customers directly, or schedule routine on-site visits?

Customer satisfaction is gauged using several key metrics that measure the most important elements of our performance from a customer's perspective. Surveys are electronically presented to our customers following implementation and periodically during our contract. Overall performance and lead/participating states expectations are consistently met by Konica Minolta.

Service

Key performance indicators are used to measure our service quality such as: wait time in the Konica Minolta Global Client Services queue, first call back time, response time for a technician to arrive on-site, time to repair, uptime on a machine basis and a fleet basis, mean copies (prints) between failures, utilization rates of the MFDs and printers, to name a few key measures. Additional measures may be added based on agreed to SLAs. Overall performance and lead/participating states expectations are consistently met Konica Minolta.

Periodic Account Reviews

The primary responsibilities of the sales management team will be to ensure the overall success of the contract; fleet/system efficiency plays a major role in this. Konica Minolta delivers a collaborative and proactive approach to foster improvements. At regular intervals during the length of the contract, the team will coordinate Periodic Account Review (PAR) meetings that will act as a forum to discuss our partnership, the current deliverables, and the development of future strategies. This meeting is the perfect opportunity for use to truly measure customer satisfaction. We recommend these reviews take place on a quarterly basis, or as needed, throughout the term of your contract.

Our team of Government Account Managers will perform a PAR, on a minimum of a quarterly basis for the first year and then on an as needed basis in subsequent years. The purpose of the PAR is to provide up-to-date data on device usage such as over utilized versus underutilized devices. Konica Minolta will also show cost variances between these two categories and make expert recommendations on where to optimize the device fleet to drive down operational spend. Konica Minolta will look to the customer to either agree to these recommendations or “co-author” a strategy with Konica Minolta that both parties will agree to and implement. In addition, Konica Minolta will make recommendations on device repurposing due to minimal usage. This will allow the ability to “give back” planned capital of future printing devices and allow funds to be redirected to other capital related projects.

c) What are your quality assurance measures and how are they handled in your organization?

Konica Minolta’s Quality Policy governs all Group companies worldwide aspiring to maximize customer satisfaction and trust by providing products and services of superior value. Ensuring safe, reliable products and services is of the utmost importance and accordingly, has established a unified quality assurance system that addresses quality assurance in terms of the entire product lifecycle. On a global scale we:

- Share quality issues and cross-deploy countermeasures
- Conduct Production Capability Assessments
- Hold Global Customer Relations Conferences

Konica Minolta has globally developed a system for quality improvement through development-production-marketing cooperation and pursued customer value with a customer-centric focus. As a result, we have ranked first place overall on the 8th JUSE Quality Management Level Research by the Union of Japanese Scientists and Engineers.

5) Per Subsection 4.9 of the RFP:

a) Describe the ordering process, including steps to expedite Orders.

All order processing is done by our order processing teams headquartered in Ramsey, NJ. These teams are responsible for the review of all purchase orders to make sure that they are correct upon receipt followed by timely and accurate entry into our SAP system. Orders are typically entered into our system within 24 hours of receipt of proper order documentation. The order will be shipped from a Konica Minolta Regional Distribution Center to a staging area for pre-installation activities. The local Konica Minolta administrator will coordinate a delivery and installation schedule with the local end user location, our drivers will deliver on set date, a technician will follow within four hours after the delivery to install and our local trainer will call to schedule training. Orders for consumable supplies can be placed through our web-based fleet management tool, www.mykonicaminolta.com or toll-free telephone number.

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

The collaboration amongst several Konica Minolta departments enables all orders to be processed in a timely and accurate manner. On the occasion that a specific order must be expedited Konica Minolta is also able to accommodate this request. An indication is placed on

the file at the time of order and all parties involved are immediately alerted to give this order priority in the queue.

Standard Order Process

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

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

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

Expedited Order Process

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

- b) Describe your organization's process for resolving disputed invoices, including escalation procedures.**

Konica Minolta fully understands the importance of timely and accurate invoicing for customers. Should a customer dispute any invoice or a portion thereof the customer will notify Konica Minolta in writing within 15 days of the invoice date, pay the undisputed portion, and the parties will work together in good faith to resolve the dispute. This dispute is directly handled by our Client Billing Help desk that is dedicated to solely supporting invoice related questions. In addition we have dedicated billers assigned to each of our clients who will work to resolve any occurrences in a timely manner. Every call is logged into our SAP system along with a description of the issue and the reports are monitored and reviewed by management to ensure our clients are receiving the highest level of support.

Purchasing entities can contact their Account Manager who will rectify the discrepancies and have a corrected invoice submitted for full payment. In the event the dispute will take longer

than terms of payments specified in the terms and conditions of the Order, payment will be made in full and if warranted a credit will be posted to the purchasing entities account upon resolution of the dispute. If the Parties are unable to resolve the dispute within 30 days of customer's notification, the parties may pursue all remedies available at law or in equity.

- c) Describe your organization's process for issuing refunds or credits to customers due to invoicing errors, over-payments and Product returns.

Customers can contact their Account Manager who will rectify the discrepancy and have a corrected invoice submitted for full payment. In the event the dispute will take longer than terms of payments specified in the terms and conditions of the Order, payment will be made in full and if warranted a credit will be posted to the customer's account upon resolution of the dispute.

6) Per Subsection 4.13.3 of the RFP:

- a) Provide a copy of your organization's Data Breach plan.

Konica Minolta is ISO 27001 certified and its programs and policies meet the rigorous requirements necessary to obtain that certification. This includes data center and network vulnerability management, security awareness and incident response. Konica Minolta is subject to an annual audit by a qualified third party to ensure it is meeting its compliance obligations. For security reasons, Konica Minolta does not release copies of security policies, continuity plans, audit results, or risk assessments as part of its solicitation responses. However, Konica Minolta personnel are available to answer any questions prospective customers may have about the security of its systems and data.

(ISO 27001 maps to NIST 800-53 are provided with our response in Section 7 of the hard copy and Folder 7 of the electronic submission, titled "Attachment F 6.a&b NIST Special Publications 800-53". They can be located in Appendix H of the attachment.)

- b) Describe, in detail, how it adheres to the NIST standards outlined in Exhibit E (NIST Computer Security Incident Handling Guide). Your response must include your policies regarding breach detection, notification, and response time.

Konica Minolta is ISO 27001 certified and its programs and policies meet the rigorous requirements necessary to obtain that certification. This includes data center and network vulnerability management, security awareness and incident response. Konica Minolta is subject to an annual audit by a qualified third party to ensure it is meeting its compliance obligations. For security reasons, Konica Minolta does not release copies of security policies, continuity plans, audit results, or risk assessments as part of its solicitation responses. However, Konica Minolta personnel are available to answer any questions prospective customers may have about the security of its systems and data.

(ISO 27001 maps to NIST 800-53 are provided with our response in Section 7 of the hard copy and Folder 7 of the electronic submission, titled "Attachment F 6 a&b NIST Special Publications 800-53". They can be located in Appendix H of the attachment.)

7) Per Subsection 4.13.5 of the RFP:

- a) Describe, in detail, the protocols that are followed for hard drive sanitation and removal.

Konica Minolta has been a leader in the area of security for many years. Our products contain some of the most comprehensive security features in the industry. Our Security Team works diligently to mitigate risks by employing standard guidelines for hard drive removals and sanitations.

The bizhub MFD's HDD that is deemed to have sensitive data residing on it can be sanitized using government standard methods of up to 8 passes of overwrite/verify with a confirmation report as well. The hard drive is encrypted using the Advanced Encryption Standard (AES) at 256-bit key strength. In addition our products allow for HDD overwrite to DOD standards. At the discretion of Participating State/ Entity, Konica Minolta can remove the hard drive from the applicable device and provide the customer with custody of the hard drive for a chargeable fee before the device is removed from the customer's location. The customer will then be responsible for the erasing or destruction of the hard drive as stated in subsection 4.13.5 of the solicitation.

All job information can be automatically deleted using a government standard single or three times overwrite immediately after the job has completed. Konica Minolta has embedded into all of our firmware hard drive overwrites and encryption, as well as other security functions, eliminating charges for formerly optional security add-ons. Every hard disk on each device is automatically encrypted to the main board of the MFD on which it is installed, and additional HDD encryption is performed with our bizhub Secure service. Each device can be set with 2 modes that automatically purge any sector of the HDD used to process any fax, scan copy or print job, without loss of performance or speed of operation. Mode 1 performs a single pass overwrite plus verify, and Mode 2 performs a three pass overwrite plus verify, in accordance with U.S. Department of Defense specification.

ISO 15408 Common Criteria System Certification

We adhere to the industry standard Common Criteria ISO 15408/P2600 security targets of evaluation. Konica Minolta achieves EAL 2+ or better rating for all MFD's. With advanced bizhub security technology, plus a bizhub TOE (Target of Evaluation) based on the entire system, KONICA MINOLTA bizhub MFDs are designed to be the most secure office machines in the industry today.

KONICA MINOLTA' EAL rating is tested and certified to the following Target of Evaluation categories.

- Identification and authentication - Function to identify and authenticate users.
- User restriction control function - Function to restrict available functions of users and to control the access to document data other than accumulated documents only to the authorized users.
- Accumulated documents access control function - Function to control the access to accumulated documents only to the authorized users.
- HDD encryption function - Function to encrypt the data that is stored in HDD.
- Residual information deletion function - Function to overwrite and delete the data stored in HDD, so that they cannot be reused.
- Audit log function - Function to record audit log related to security functions.
- Network communication protection function - Function to encrypt communication data on the LAN.
- Self-test function - Function to verify the integrity of executable codes of HDD encryption function and security functions.

- Security management function - Function to control the management of security functions only to the authorized users.
- External interface separation function - Function to prevent unauthorized transfer to LAN from external interface like public phone etc.

Reference: http://www.ipa.go.jp/security/jisec/jisec_e/certified_products/certfy_list.html

Maintaining Network Security – Standard Settings Available

Konica Minolta bizhub devices can also be secured from attack through the network such as:

- Opening and Closing Ports and Protocols – Specified port numbers and protocols, (e.g. FTP, etc.)
- IP Address Filtering - This security feature of bizhub MFPs allows network Administrators to reject access from PCs with unregistered IP addresses.
- IPv6 - The bizhub units support IPv6 (Internet Protocol Version 6) – Upgraded from today’s commonly used IPv4, whose address resources are certain to be depleted in the near future.
- USB ports, Serial connections, Bluetooth connections, etc. can all be enabled or disabled by the Administrator at any time.

b) How will your organization ensure that their Authorized Dealers conform to these requirements?

Konica Minolta has a heavy emphasis on extensive and regularly evolving education for our dealers. This process has successfully been implemented through our work with NASPO ValuePoint on NASPO 1715 and 3091 over the past ten years. To ensure compliance with contractual nuances such as proper hard drive sanitation and removal Konica Minolta engages in regular training sessions and discussions with dealers.

Our Authorized Dealers are contractually bound to uphold all of or contract terms and conditions. Consequences for contract violations from dealers are explicitly outlined in the previously referenced DPA along with the terms and conditions in the Master Agreements/ Participating Agreement and Konica Minolta policies.

Konica Minolta provides every dealer with an initial launch package and PowerPoint presentation, this presentation would include the hard drive sanitation and removal requirement. In addition to this initial training, Konica Minolta personnel conduct quarterly meetings and follow up sessions. Konica Minolta routinely monitors our dealer and branch performance to ensure that each are fulfilling the required terms and conditions of the Master Agreement.

Our entire Government sales team is readily available to our branches and dealers to answer any questions in regards to the Master Agreement or individual Participating Addenda. All dealers and branches also have support readily accessible through the Konica Minolta secure portal. This site provides dealers with the most up to date launch materials, contract terms and conditions and additional resources. These documents are also regularly reviewed by the Government and Master Agreements Team to ensure compliance and accuracy.

c) What is your process for ensuring that other Manufacturers don’t remove hard drives in your Equipment?

Even the most diligent security minded technological companies can't protect against every threat, while we can't guarantee another vendor will not attempt to remove our hard drives we do have several security measures in place to make this intangible unlikely. Konica Minolta manufactures all of our own devices, which enables us to ensure that each hard disk is deeply embedded into the machine. The removal process requires a certified Konica Minolta technician. It should also be noted that the disk will not properly function or even read outside of a Konica Minolta unit. The hard disk is keyed into a Konica Minolta specific board and can't be simply displaced to another manufacturer's machine. Konica Minolta, where required, does have the capability of installing a hard disk lock component.

The bizhub MFD's HDD that is deemed to have sensitive data residing on it can be sanitized using government standard methods up to 8 passes of overwrite/verify. The hard drive is encrypted using the Advanced Encryption Standard (AES) at 256-bit key strength. All job information can be automatically deleted using a government standard single or three times overwrite immediately after the job has completed. Konica Minolta has embedded into all of our firmware hard drive overwrites and encryption, as well as other security functions, eliminating charges for formerly optional security add-ons.

8) Per Subsection 4.14 of the RFP:

- a) Describe any additional warranties you offer on your Products.



Konica Minolta provides the peace of mind that comes from offering the industry's best guarantee, direct from the manufacturer. This guarantee is balanced, equitable and free. Freight charges and labor costs are included. The Konica Minolta MFP must meet factory specifications and function on the user's network or Konica Minolta will replace it for free with the equivalent model:

- First two years: replacement will be a brand new MFP
- After two years: replacement may be new or refurbished
- Plus, Konica Minolta will also provide a \$1,000 credit towards your next Konica Minolta MFP

Konica Minolta is committed to providing the best user experience for all of our customers through a proactive process of fast response and resolution. The Konica Minolta Customer one Guarantee represents our commitment to meeting and exceeding customer expectations. One of the key features of this industry is our ability to make fast replacement decisions. First responders are empowered to make decisions assuring customer satisfaction early throughout the process. Proactivity and communication are central pillars to Konica Minolta. Customers are notified that we are monitoring their MFP closely and looking to head off any potential issues. There are three potential interventions; monthly reviews, in the field support and online/phone support, all with the power to authorize a replacement.

Guidelines

- Equipment must be covered under full coverage maintenance agreement for term of Lease
 - Genuine Konica Minolta parts and consumables must be used throughout the term of the lease and maintenance procedures must be performed according to published schedules
 - Improper use, electrical power, customer abuse and/or negligence and acts of God are not covered under this program
- Equipment Replacement Guarantee
 - If Konica Minolta Business Solutions USA, Inc. or its authorized Dealer is unable to service a Konica Minolta product in the customer's office, a loaner will be provided at no charge while in-shop Repairs are performed
 - If within the first two years after installation the equipment cannot be repaired to meet factory specifications, we will replace it with a brand new Equivalent Model.
 - After the first two years and through the end of your lease, if the equipment cannot be brought to original specification, we will replace it with an equivalent model that may be new or refurbished
 - If the equipment is replaced during the course of the lease, the customer will receive a credit of \$1,000 towards the lease of a new Konica Minolta MFP provided it is exercised within 30 days of lease expiration.
 - Products purchased or installed over 5-years from the invoice date are not eligible for customer one claims.

b) Have you ever encountered a situation in which a customer exercised the Lemon Clause? If so, please describe the situation in detail, and include the type(s) of Devices this affected and your resolution in ensuring customer satisfaction.

While a need to exercise the lemon clause does not happen often, on occasion situations do take place that require Konica Minolta's intervention. One example involved a large commercial print AccurioPress C6100 that kept dropping off of a customer's network. The customer had expressed their frustration in regards to the amount of time spent troubleshooting for a newly installed machine. Konica Minolta arranged to have a new controller and C6100 on site the next day via our Customer ONE Guarantee. This rapid resolution eliminated the customer's frustration. The customer was very pleased with Konica Minolta's responsiveness. The actual issues ended up being the customer's settings on their domain server. The swift arrangement of a replacement for the original unit was essential in resolving this issue.

Attachment G – MPS Response

RFP-NP-18-001

Copiers and Managed Print Services

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

Instructions: Offeror must provide a detailed response to the REQUIRED questions listed below. Offerors are also encouraged (but not required) to provide detailed responses to the VALUE ADDED questions listed below. Responses will not be limited to a certain number of pages.

REQUIRED RESPONSES:

- 1) How long has your organization been providing Managed Print Service solutions? Include any specialized training or experience that your organization or Key Personnel within your organization possess in your response.

Konica Minolta has been managing print environments since the company first began selling print devices. Our Managed Print Services (“MPS”) program was officially branded in 2008 due to market focus on MPS-specific terminology, and since then we have continued to grow our MPS workforce with a focus on the goals and objectives of our customers in mind. Today, we have regional directors of MPS, account solutions analysts, and managed service executives that solely focus on MPS expansion and development in the marketplace.

Our entire sales force is required to take a series of courses to self-certify and increase expertise in the MPS market. We have been recognized as a leader in Gartner’s Magic Quadrant for Managed Print and Content Services.

- 2) Describe in detail, what your organizations free initial assessment consists of. How do you identify what the needs of the customer are so that you can provide a preliminary estimated cost savings and make recommendations on how to improve fleet efficiency?

Once a customer has confirmed participation in an initial assessment, Konica Minolta meets with the customer to confirm timeline as well as access requirements and contacts necessary for assessment completion. The expected timeframe is approximately 2-14 days. The variance would depend on the size of customer’s fleet, the number of buildings, site accessibility and required data. Konica Minolta estimates 1 or 2 analysts will be involved in each assessment depending on size. We do request a contact for IT and operations to provide support when necessary for our deployed assessment team.

The assessment begins with installation of our discovery app to obtain additional fleet data on the agency’s network. This is accompanied with a walk through of the facility/facilities to document current fleet and map all devices. Interviews with stakeholders may also be needed to assist with providing clarity on customer workflows that assist with final recommendations. Additionally, information from both are used to map the customer locations, make determination on fleet right sizing and finalize an implementation plan.

The information gathered through this analysis assessment determines a baseline for a future strategy plan. Our print management program goes beyond lowering output costs by consolidating devices, driving down cost per page and reducing print consumption. It is designed and customized to help solve fundamental document-based business problems, including security vulnerabilities, compliance risks and inefficient document workflows that lead to lower productivity.

3) Describe how you calculate realistic cost savings for implementation of MPS.

Cost reduction is based on creating a baseline of current costs and the evaluation of soft costs related to improving efficiencies. The baseline is set after performing a complete assessment of current printer fleet (device inventory, review of device models and operational costs per device, volume analysis and utilization trends). Optimization and additional cost reduction is realized by identifying areas of opportunity related to automation of processes and business process improvement.

Konica Minolta designs optimization plans that meet our customer's desired business outcomes. Through our MPS implementations we work with our customers to improve user to devices ratios to as much as 10:1, helped establish print policy methods that enforce, duplex, color usage, number of copies allowed, print warnings etc. Our program has helped our customers rationalize their total number of devices and standardize on lower TCO cost devices while reducing the total number of pages printed to deliver significant savings. The lowest cost of print is the page that is not printed. Up to 20% of all printed pages end up in a recycle bin according to Environmental Paper Network.

Savings are based on the degree of change supported by the client; some clients have obtained savings in excess of 30% of Total Cost of Ownership. Building a comprehensive plan of continual process improvement maximizes the overall cost savings.

4) Describe your organization's implementation strategy. The strategy should contain your approach to training, communication plans, and how continuous improvement and program management are collaboratively addressed.

Our implementation strategy begins with an assessment of the current environment, followed by a multi-phase implementation process based on the information confirmed within the assessment. Below is a detailed explanation of the process:

Assessment

Konica Minolta begins the assessment by an Equipment Inventory Listing, provided based on automated device discovery at no cost. Assessment deliverables are divided into 3 levels, with each level including different valuable data:

- Level 1 Assessment- This document will provide a current state of equipment inventory; it is the first step to identifying the customer's equipment assets.
- Level 2 Assessments - The second level of Konica Minolta's offering provides Office Equipment Production Evaluation and Mapping, completed via a site walk through, business office equipment location and positioning on provided floor plans, and detail of connected versus non-connected products
- Level 3 Assessments - The third level of the survey offerings is designed to provide a complete detail of all office equipment within the enterprise on a site-by-site basis and make recommendations for optimization. This includes interviews with end-users and compilation of statistics that will be delivered based on the information findings. Recommendations will be made based on equipment optimization, improvement of efficiencies and cost reduction measures.

The information provided can be utilized for budgeting purposes and print strategy policy development within the enterprise

Implementation

Implementation for all engagements will be handled by a cross-functional team from Konica Minolta with direct responsibility for all aspects of the projects. Konica Minolta's implementation team will be led by our Engagement Team Manager, who will coordinate a variety of resources including:

- Project Manager
- Service Management
- Solutions Engineers
- Account Management
- Technical Resources
- MPS Specialists
- Logistics for delivery and implementation.

Once the implementation is complete, steady-state support will be managed by our OPS Division, Service Department, Help Desk and Account Management.

Change Management Plan

Transitioning State departments from an unmanaged to a managed print environment will be accomplished by applying Konica Minolta's proven process. Elements of the process include;

- Defining print policy and objectives collaboratively with the State
- Thorough current State assessment
- Optimized design recommendation
- Design revisions and approval
- Change management communications
- Implementation
- User and administrative training
- Measurement of results and satisfaction
- Adapting to the lessons learned to fine tune the implementation
- Ongoing measurement and continuous improvement.

Program Management

Konica Minolta provides consulting and assessment services. Our recommendation is to jointly establish a policy around print. This policy can be universal or customized by department. With an established print policy, the provided user popups can be immediately used as part of a communication campaign, "Inform." Customized E-mail campaigns can be developed and sent to users ahead of the implementation and roll out of the proposed solution. Konica Minolta offers as part of our standard offering Periodic Account Review or PARs. During the PAR reviews additional recommendations will be made based on fleet data collected and measured against the established baseline. Education and awareness is the key to change. We help make every print an informed decision.

Moves and Management

Our standard policy is to recommend phasing out older copier/MFDs as they near or reach end of their lease and refreshing with new, more capable MFDs. When possible, it is most efficient to refresh an entire department or building at one time so that the end user transition is much smoother and easier. In a majority of cases local and older printers are removed, copiers are refreshed with new MFDs, and a secure print anywhere capability is implemented. This gives the users the ability to send their print jobs from their PC or mobile device then authenticate and print their jobs on any MFD. This provides built in redundancy and fault tolerance to their print environment and allows them to be aggressive about older printer reductions without inconveniencing the user base. In fact, this process provides better print capabilities to the end users while at the same time achieving objectives for device consolidation and cost savings. We find that without implementing a secure print anywhere (also called Follow You Print) capability, that cost savings targets are rarely met. Simply removing older print devices is not enough to create a more productive and most cost efficient environment.

Training

Konica Minolta's implementation staff is kept up to date with regular MPS training efforts to provide end users with a smooth transition to the Konica Minolta MPS program. In addition, these experts are available to assist End Users with frequently asked questions and provide guidance on specific workflow processes and improvements.

Communication

Konica Minolta believes that communication and education is the key to changing established environments. People define culture, and culture always trumps technology. Well-defined enforceable print policy will ensure change takes place. Education and communication can be done by using print policy pop-ups when users print. The goal is to create a culture of responsible printing with Policy Print by giving employees information when it can make a difference: before the print job is sent to the printer.

Continuous Improvement

Konica Minolta emphasizes the need to improve within the industry, and our MPS program is a prime example of that. The Konica Minolta MPS program has adapted both in price, offering, and emphasis over the course of its life to ensure that we keep up to date with market trends. During the implementation process, our number one priority is to provide the end user with a program that evolves and improves over time while continuously updating and enhancing the current print environment.

- 5) Describe your training approach to ensure that customers are well versed in how to maximize your Managed Print Services approach. Offerors should include the types of training available (targeted, web-based, on-site, one-on-one etc.) in their response.

Konica Minolta provides comprehensive and focused training tailored to the needs of each of our MPS clients, ensuring full utilization of the devices and complete satisfaction with the output.

After award, and prior to the installation of the product, we will outline and present a detailed training plan according to the methods preferred knowing it is an important step in realizing a smooth transition to a managed print environment that may include new print policies, new devices for some users and other changes based on the agreed upon implementation, change management, and/or program management plans outlined in the SOW.

Training is typically provided in two phases:

Orientation

- Provided by a Konica Minolta certified technician
- General overview following install of basic functions and uses:
 - Clearing jams
 - Changing toner and reloading staples
 - Placing service calls
 - Reading meters
- Includes functionality testing by the technician

In-Depth Training

- Coordinated by the Client Support Representative
- Customized and scheduled to meet customer requirements as agreed upon in the implementation, change management, and/or program management plans outlined in the SOW. For example, training on how to print if rules-based printing pop-up warnings have been implemented to move print to the best machine for the job.
- Time is dedicated to complex device functionalities
- Enlists specialists for advanced software solutions training
- Client-specific training materials:
 - Video
 - Webcasts
 - Laminates
 - Guides
 - Onsite Classroom or one-on-one training

- 6) How does your organization remain competitive in the managed print industry to improve efficiencies? How do those efficiencies transfer to your customers?

Konica Minolta utilizes its expertise in the industry and its adaptability to improve efficiencies and remain competitive in the industry. As an established MPS provider, we employ established solutions in our portfolio to enhance our offerings as well as establish new avenues for success. These successes directly improve a customers' experience and establish a constantly evolving system that understands the needs of the user.

Below are examples of innovative technologies and solutions that we are using to create a more effective program customers can take advantage of:

Workflow Automation Software

Konica Minolta's workflow automation software helps end users control, handle, share and store critical business documents. Our innovative business solutions combined with the power of our award-winning bizhub multifunction printers help maximize productivity and increase business efficiencies. Examples of these efficiencies include freeing up staff from having to perform redundant manual work, reducing costs by eliminating the need for outsourcing, and boosting productivity by speeding document indexing and routing capabilities.

Electronic Content Management Solutions

Konica Minolta provides comprehensive ECM (Electronic Content Management Solutions) solutions and has a proven track record of successful ECM implementations. Our solutions are customizable and scalable based on customer need.

Using rules-based procedures that can be updated and integrated with existing workflows, our ECM solution provides immediate return on investment for customers by increasing productivity—and freeing employees to concentrate on accomplishing their mission.

Konica Minolta's ECM solution captures any type of document, automatically creates PDF/A OCR versions with searchable text, enhances security and provides multiple quality control measures—including image and index review, manager review, and double-blind indexing. These steps can be audited in real time or via batch scan reports. This comprehensive solution contains multiple security features to protect end user's documents against unauthorized access, modification or deletion. User access can be restricted to necessary functions, so that user privileges can be tailored to their specific business roles—and users can examine documents without having access to backend storage media.

In the government vertical, solutions are needed that provide replication of files across magnetic and write-once media in compliance with secondary media security protocols. ECM provides an avenue to file replication where documents can be stored in multiple locations, with Records Management control to automate your retention policies and integrate your records management strategies across content types and departmental units. This provides the customer with easy access to required documentation while maintaining enhanced security of confidential information.

Konica Minolta has proven success in meeting government auditing and record-keeping requirements. Our ECM solutions include extensive system reporting and document history capabilities, including the ability to capture all actions taken on a document, non-spoilation and enforcement of e-policies with full featured reporting for a complete picture of repositories and processes.

Cloud Based Document Management

Konica Minolta offers unlimited document size capture, complete Administrative Console to allow user setup, security implementation, as well as complete user tracking of document, with version control, and document lifetime management. Our cloud-based EDM is hosted and managed in the KonicaMinolta/AllCovered Cloud-based infrastructure. The appointed local administrator manages all facets of the cloud solution. KM also offers comprehensive mobile offerings for iOS and Android, as well as iPad for a complete mobile document access tool.

KM Cloud Based Scan Capture Management

Konica Minolta offers a scan/print application from the MFP control panel that allows scan-to and print-from technology directly from any fleet of MFP devices.

The following list provides examples of benefits that the customer can achieve through implementation of an Electronic Document Management Program:

- Save time by automating manual tasks
- Reduce labor costs
- Provide additional flexibility
- Safeguard and secure documents

- Increase speed of data entry
- Easily share and access information
- Integrate with security protocols to improve security
- Create widespread access for an on the go workforce

Pull Printing

We provide a secure, server-based pull printing capability that enables users to submit print jobs from both Windows and mainframe applications. Since the application holds the users' queues on a server, users are able to release print jobs from any integrated networked MFD/printer.

Implementing a pull printing capability enables cost savings through the elimination of desktop printers and a reduction in page volume. Gartner's analysis and research shows that implementing pull printing can reduce total page volume by 20%: customers reported a decrease in output because of "deleted jobs" by the user at the printer, or by default when they are purged from the print queue after an extended period of time.

- 7) What type of reporting is available to customers? Are customers able to access these reports themselves?

Konica Minolta can provide reports containing details on device usage, consumables usage, costs and potential areas of consolidation, management and savings. Our Global Client Services team tracks the information and can provide it in a report to the customer in order to ensure SLA compliance and support. Konica Minolta will work with customers to develop mutually agreeable reporting formats and content to meet customer requirements.

Konica Minolta can offer several different reporting structures for the procuring agency. Our summary invoice billing reports include model, serial number, location, begin and end meters for both mono and color, mono and color cpc rates, meter usage, subtotals, taxes and totals. We can also offer reports by manufacturer, plan, rate, aggregate, minimum and maximum cpp.

These reporting metrics help show cost savings and are utilized within customer business reviews and evaluations to improve efficiencies.

Customer-accessible reports are available as a package within our optional MPS offerings.

Please see our attached sample billing reports provided as Attachment G.7 Billing Reports. We have also included a sample fleet summary report as Appendix Attachment G.7 Fleet Summary Report.

- 8) How frequently do you conduct customer business reviews and what do those reviews include?

Periodic account reviews are the core of a successful MPS program. Throughout the term of our contract, Konica Minolta staff utilizes the centralized fleet data that is captured through the discovery app to analyze the operational health, utilization trends and areas of improvement, and continued opportunity for cost savings. The PAR reports assure that we are continuously meeting MPS objectives.

These data evaluations are the basis for which cost reduction is evaluated, including both hard costs and soft costs to ensure a full understanding of performance and efficiency is recognized. These reviews are then compiled into a data report that can be provided to the customer.

A summary of the Periodic Account Review and its benefits is provided with this response as Appendix Attachment G.8 PAR Report.

9) What happens if a customer's cost savings are lower than your projected cost savings?

MPS cost savings are evaluated by a number of factors related to both hard and soft costs. Our focus within an environment is to utilize our business review process to understand why cost savings are different than projected and what steps can be taken to improve.

Cost savings projections are established from the baseline after the assessment process. Required actions need to take place to transition the environment from current to future state of cost savings. Cost savings are based on these actions being implemented. Continuous program monitoring and management will determine cost savings achievement in both hard and soft costs. If cost savings are lower than projected an engagement team can be engaged. They will review the program components to determine the gap, create a report and recommendation with corrective measures.

10) Provide two (2) detailed examples of your organizations experience in implementing and managing MPS for government entities. Include information such as the size of the fleet, the type of services provided, and the outcome of the project relative to the customer's expectations.

Example 1: Sarasota County Schools, FL

Sarasota County Schools is a public school district covering Sarasota County, FL. The district has a total enrollment of over 43,000 students across 42 schools and 8 support locations. All locations throughout the county utilize Konica Minolta Multifunction devices for their needs with an active unit population of over 250 devices.

Through extensive evaluations and assessments of the district's print fleet and needs, Konica Minolta was able to optimize equipment and reduce costs. The initial assessment included an evaluation of the current usage and equipment to determine the needs of the customer. That information was used to generate floor plans to optimize the placement of existing and new equipment, as well as provide a visual reference. This often resulted in the reduction of underutilized, costly or unneeded equipment to avoid redundancy. Outside of the physical evaluation of sites, our Consult App was used as an electronic means of gathering volumes, supply usage and network information. The Consult App assisted the IT Department in identifying the fleet and found new devices they were unaware of in some locations. The electronic information was monitored over a 3-6 month period to ensure accuracy and compensate for times of variation in usage often seen in government and education entities.

In many situations it was more efficient and less costly for the district to move print volume to MFP devices with lower maintenance costs. In some areas where standalone printers are a necessity, Konica Minolta took over the management of these devices. With the Consult App installed to monitor these devices Konica Minolta was able to automatically ship supplies when needed, collect meter reads and monitor the devices for any service needs. Konica Minolta also used its proprietary Vcare system to monitor the entire MFP fleet. The Vcare system alerted the service team to all device needs such as the life of parts and allowed monitoring of any device malfunctions the user may not be aware of.

Currently, Konica Minolta conducts quarterly reviews and assessments with the customer(s) at each location and district wide. These reviews provide the customer with detailed information and suggestions for improvement as their needs and usage change. The entire MPS program with the district has reduced the IT workload to monitor and repair print devices, as well as eliminating the need to manually order supplies or have a unit run out. The customer has stated they have recognized between

18%-40% reduction in hard costs of toner alone, not accounting for the alleviated workload and soft costs associated.

Example 2: Lakeland Central School District, NY

Lakeland Central School District in Westchester New York has 6,050 Students and 10 locations that have 81 MFP's and 561 printers, 20% of the printers being color. Lakeland CSD requested Konica Minolta partner with them to determine where printers should be placed in the District and the current volume of work on each device. Konica Minolta installed a consult application on the School's network for 90 days to determine a basis for what volume they were putting on each printer and to ping each printer on the network. Part of evaluation process from the consult app determined if the District was optimizing the volume for each printer and what changes could be made to maximize return on investment ("ROI") while streamlining the staff's, teachers' and students' printing requirements. The customer did not want to move any volume to the MFP's as they felt the convenience of the printers by location was more important than eliminating the printers.

Based on printer usage and toner replacement charges, it was determined that Lakeland CSD was paying in excess of \$60,000 annually for their print cartridges. The teachers in each School were calling to request toner after it had run out, decreasing efficiency and requiring additional costs. The IT Department had a dedicated staff member handling toner replacements and invoicing verification and payment authorization, which meant they were unable to work on IT Projects like what they were hired for. Lakeland CSD's goal was to find a streamlined approach to relieve the IT Staff and teachers from handling all the tasks associated with printers and the supplies that needed to be ordered. The expectation was that this change would also improve their ROI for the printers in their schools.

The Konica Minolta solution put in place reduced ROI by 25% and also streamlined the process of ordering toner. So far this solution is cutting the IT staff's workload by 75%. Konica Minolta automatically delivers the toner when the cartridges get down to 20% capacity, so the customer does not have to call for toner and they are only paying one invoice monthly instead of over 50 invoices. Konica Minolta and the customer meet on a regular basis to review print volumes and if a printer could be optimized by placing it in a different area.

VALUE ADDED RESPONSES:

11) What is your experience with driving and communicating Change Management?

Konica Minolta has extensive experience with Change Management and is consistently enhancing its portfolio to continue to ease the shift to a new print environment. Transitioning from your current vendor to a managed print partner also requires care to manage the end-user's experience.

Heightened End-User Experience: People desire to be taken care of within their business environment. Your internal customers are our external customers, and we both strive for the same outcome-consistent end-user satisfaction. This will take place through the Change Management Transition Process, which encompasses the following approach:

- Generate awareness of why change is needed. This may be financial and/or environmental.
- Develop a desire to support and participate in the change. Participation must also come from key leadership stakeholders.
- Provide knowledge of how to change. With support material like our Program Guide and Project Management Team's intervention, team members and others will be fully engaged.

- Apply constant reinforcement to sustain the change. Change stays with repetition and redundancy.

Konica Minolta will incorporate the following different elements within Change Management to encourage end-user buy-in:

- An Organization-Specific Branded Theme
- The Development of Official Marketing Materials, with customer input:
- Official branded C-Level email announcements
- “Did You Know” literature
- Lobby/break room signage
- An ISO-like auditing program to reinforce good habits

Benefits of a structured Change Management process will provide:

- Tangible Deliverables
- Controlled Introduction and Roll-Out
- Identification of Facilitators, Stakeholders, and Executive Sponsors
- Reduced Risk of Failure
- Team Member Engagement

12) Describe your ability to provide and support asset lifecycle management.

Konica Minolta Business Solutions uses a Server Based Asset Management Tool that can be deployed and configured on premise or in the cloud. Our solution will provide analytical reports that will be able to be used for account management to assist with lifecycle management. Our reports can be setup for auto notification during the life cycle of the contract. Our solution can also be setup to tag certain assets to monitor and manage from install to decommission of each asset. Depending on how the client will allow network traffic and what service ticket management system being used, we can also do customize integration to their service ticket system.

13) Describe your ability to support cloud technology for print job management.

Konica Minolta offers unlimited document size capture, complete Administrative Console to allow user setup, security implementation, as well as complete user tracking of document, with version control, and document lifetime management. Our cloud-based EDM is hosted and managed in the Konica Minolta/All Covered Cloud-based infrastructure. The appointed local administrator manages all facets of the cloud solution. KM also offers comprehensive mobile offerings for iOS and Android, as well as iPad for a complete mobile document access tool. Konica Minolta also offers a scan/print application from the MFP control panel that allows scan-to and print-from technology directly from any fleet of MFP devices.

14) Describe how your proposed technology will guarantee security solutions such as: intrusion detection, user authentication, protecting content integrity, and pull printing.

Konica Minolta Business Solutions has high standards from our hardware to our Secured Print and Scan Management Solutions. Unlike some of our competitors, Konica Minolta has never had a reason to partner with an anti-virus provider to embed an anti-virus application in our MFPs. Konica Minolta MFPs run an embedded, hardened Linux OS. It is NOT PC based.

We don't allow any executable software to run on the device. That is why a trojan threat cannot run inside our device. The system is impervious to virus and worms. We have never had a single instance of malware ever infecting a Konica Minolta MFP or printer.

We have over 25,000 machines on the US Federal gov't network, including the DoD, NASA and the Social Security Administration. Never has one device ever reported a malware based problem in our entire history of federal government installations. Our devices are certified by the Defense Logistics Agency, The US Navy, The US Air Force, NASA, and the Social Security Administration, among others. As part of our Common Criteria certification, the machines go through a penetration test via the network and physical ports. They cannot receive certification unless they pass the penetration test.

Konica Minolta Business Solutions U.S.A., Inc. (Konica Minolta) was honored with receiving three, 2018 'ASTORS' Homeland Security Awards from American Security Today. Konica Minolta's bizhub MFP's, featuring the SIPRNet software solution, received a Platinum Award for Best Smart Card Reader; a Gold Award for Best Access Control & Authentication System, and a Silver Award for Best Identification Management Solution.

Our Assist Tool Management System has built in vulnerability test tools to verify that each network devices a setup and defaulted highest level security allowed by the device being managed regardless of manufacture. Our Secured Print and Scan Management Solutions offer Smart Card Access Management for both single function printer and our Multifunctional Devices. All of our bEST Certified Solution meet or exceed the highest level encryption in the industry and have been test and approved by some of the largest and best IT shops in the world.

Konica Minolta provides a secure, server-based pull printing capability that enables users to submit print jobs from both Windows and mainframe applications. Since the application holds the users' queues on a server, users are able to release print jobs from any integrated networked MFD/printer.

Implementing a pull printing capability enables cost savings through the elimination of desktop printers and a reduction in page volume. Gartner's analysis and research shows that implementing pull printing can reduce total page volume by 20%: customers reported a decrease in output because of "deleted jobs" by the user at the printer, or by default when they are purged from the print queue after an extended period of time.

- 15)** How do you handle network and data security issues? What measures do you take to protect sensitive customer information?

Konica Minolta has implemented security controls both logical and physical to secure KM and customer data. Our infrastructure is also subject to annual information security audits to check these security controls for effectiveness. We have attached our ISO 27001 Certification for KM IT Infrastructure.

Konica Minolta strives to maintain high security protocols through our MFP security baseline, which ties directly into MPS security of data. The DoD 5220.22-M publication does not detail HDD procedures, but is rather a set of overarching security protocols, including clearance levels of personnel and processes that need to be adhered to by contractors. We adhere to DoD 5220.22-M policy and procedures, where applicable to our role. The NIST SP-800-88 publication is specific to HDD sanitization and security and those are the standards Konica Minolta adheres to and exceeds.

- 16)** Describe your remote device monitoring services. Do you obtain meter reads automatically? Do you have an automated toner replenishment program?

Konica Minolta provides centralized fleet monitoring and management services, utilizing our remotely installed Consult App. The Consult App is a lightweight Windows service application that runs on-site at the customer location. It collects meter reads automatically for all network connected devices.

Consult App provides the following:

- Scans designated printer/MFP IP addresses
- Detects network print devices
- Securely transmits public MIB device information to Konica Minolta cloud-based servers

MPS Fleet Monitoring and Management Overview

Fleet Monitoring and Management are the first and second phases in delivering an MPS program. The key objectives of these phases are to establish centralized control and optimize the entire fleet of print devices. In order to achieve these goals, several statistics are required, including:

- Number of devices
- Type of devices (brands, models and functions)
- Utilization trends
- Subnet to location mapping
- Age of fleet
- Total cost of ownership

Fleet Monitoring and Management Benefits

- Auto toner delivery and critical error service point monitoring
- Visibility into our customer's print environment
- Extensive monitoring points to give valuable insight into device utilization trends
- Statistical data to which analytics are applied for fleet measurement and cost management
- Right sizing the environment
- Continuous and on-going pro-active fleet management, including asset changes based on operational costs and cost management measures

Konica Minolta's Auto Toner Replenishment option automates the toner ordering process by monitoring current toner levels and historical supply consumption patterns to deliver increased device uptime, improved efficiency, and productivity. When low supply is detected, Konica Minolta will send an email notification to the organization's designated contact for that device that a supply has shipped.

Konica Minolta MPS Monitor services include:

- Automatic toner delivery
- Auto device critical error service monitoring
- Global Service Center phone support for print-related issues
- On-site break and fix services
- Flat rate and CPC-based billing plans for networked devices and flat rate billing plans for non-networked devices
- Automated meter reads for networked devices
- Clean Planet for consumables recycling

- Toner delivery by request; customer can order supplies by phone, email or web
- Account Management and fleet change reviews

The customer receives numerous benefits from our remote fleet monitoring program. With constant monitoring of your devices and user behavior, we can tell how users print to ensure that they have the most reliable equipment with the needed features. Monitoring print jobs to allocate costs and identify new ways to improve output—including digitization and automating your print workflow. Daily device monitoring, maintenance and service allow your staff to spend more time on more strategic initiatives, and regular management reports keep you apprised of progress and identify areas for improvement. Finally, continual device monitoring helps you reach your environmental and sustainability goals by identifying and addressing such issues as under- and over utilized units, and aged equipment that is too costly and wasteful to operate.

17) Describe any recycling programs that you offer and how customers can utilize them.

Konica Minolta provides cost-free recycling through our Clean Planet program. This program is designed to make recycling quick, simple and cost-free. Recycling is available for all Konica Minolta and competitive consumables: toner cartridges, imaging units, waste toner bottles, developer, developer units and drums. Our Clean Planet program makes recycling quick, simple and cost-free. With this program, there are no consumables in landfills. Konica Minolta has partnered with Close the Loop, Inc., a leading global recycler of imaging consumables to process returned consumables in an environmentally safe and responsible manner. All cartridges are recycled with zero waste to landfill and zero incineration.

A brochure containing more information regarding our recycling program, as well as information on how it can be utilized, is included with this response labeled as Attachment G.17 Recycling Program Brochure.

18) Please describe how you will monitor and manage print devices to include:

- Network access

Konica Minolta provides centralized fleet monitoring and management services, utilizing our remotely installed Consult App. The Consult App is a lightweight Windows service application that runs on-site at the customer location.

Consult App provides the following:

- Scans designated printer/MFP IP addresses
- Detects network print devices
- Securely transmits public MIB device information to Konica Minolta cloud-based servers

The Consult App is a non-invasive lightweight Windows service appliance that runs on the client's network. The Consult App captures important information related to print device hardware. It scans, captures and transmits device centric information (Device make, model, status and print meter information) to the secure Konica Minolta Host Control Server. The Consult App Host Control Server automated support workflows to pro-actively manage the client's printer fleet. Our remote services team consistently monitors the devices for uptime and overall fleet health.

- Fleet configuration and utilization

MPS Fleet Monitoring and Management Overview

Fleet Monitoring and Management are the first and second phases in delivering an MPS program. The key objectives of these phases are to establish centralized control and optimize the entire fleet of print devices. In order to achieve these goals, several statistics are required, including:

- Number of devices
- Type of devices (brands, models and functions)
- Utilization trends
- Subnet to location mapping
- Age of fleet
- Total cost of ownership

Fleet Monitoring and Management Benefits

- Auto toner delivery and critical error service point monitoring
- Visibility into our customer's print environment
- Extensive monitoring points to give valuable insight into device utilization trends
- Statistical data to which analytics are applied for fleet measurement and cost management
- Right sizing the environment
- Continuous and on-going pro-active fleet management, including asset changes based on operational costs and cost management measures

- Management of customer owned or legacy equipment, including parts, labor, supplies, and moves

We will monitor and manage and make recommendations for the best interest of the customer and will provide service and support which include parts, labor, supplies, etc. We will make recommendations on moves to enhance the environment and will assist with managing the process when a move is requested.

- On-going assessments, which shall include, but not be limited to: continuous process improvement, device utilization, fleet performance, cost saving opportunities, green spend, consumables spend, break/fix, and service level standards

During a Periodic Account Review, the above listed assessments will be discussed and addressed to ensure continuous improvement across the print environment. To understand any changes in efficiency that may have occurred we will match the information received from the assessment with the data from our monitoring service to determine if a further review is required. We will continue to search for opportunities for process improvement and growth in business efficiencies.

- Removing and disposing of Devices, including recycling programs that you offer and how a customer can utilize that program

All of our locations across the country can dispose of customer owned, Konica Minolta and competitive equipment that have reached end of life through contracted recyclers that have achieved R2 Certification. The R2 Standard sets forth requirements relating to environmental, health, safety, and security aspects of electronics recycling. R2 requires e-recyclers to assure that more toxic material streams are managed safely and responsibly by downstream vendors-all the way to final disposition. It also prohibits e-recyclers and their downstream vendors from exporting these more toxic materials to

countries that have enacted laws making their import illegal. The recyclers that we use in all locations across the US are R2 compliant and each of these locations is also in compliance with State, Local, and EPA guidelines as well as many of them being members of NAID. NAID is an international trade association for companies providing information destruction services. NAID membership provides customers the confidence that their electronic waste and the sensitive data it may contain will be managed with industry leading security. Protecting data is a top priority for us. With each of these locations data is managed in a safe and secure manner. Each of these locations also provides us with a certificate of destruction. All locations are secure locations and all equipment is completely destroyed and recycled with no resale or reuse of equipment.

In addition to our EOL Disposal program described above, our Cost-Free Recycling program is a significant component to our environmental initiatives. This program was mentioned previously within question 17, along with additional information within the brochure labeled Appendix G.17 Recycling Program Brochure.