



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



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VICTORIA F. SHEEHAN
COMMISSIONER

WILLIAM CASS, P.E.
ASSISTANT COMMISSIONER

Bureau of Finance & Contracts
May 12, 2016

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract for full service maintenance agreement based upon a single bid received from Konica Minolta Business Solutions, U.S.A., Inc., Atlanta, GA 31192-2823 (Vendor #177612), not to exceed \$2,500 from the date of Governor and Council approval through June 26, 2018. 29% Federal Funds, 3% Other Funds, 68% Highway Funds.

Funding is available as follows through FY 2017, and is contingent upon the availability and continued appropriation of funds for FY 2018:

Table with 3 columns: Item description, FY 2017, FY 2018. Row 1: 04-96-96-960215-3001 Bureau of Finance & Contracts. Row 2: 024-500227 Contract Repairs- Office Equipment. Values: \$1,250 for FY 2017, \$1,250 for FY 2018.

EXPLANATION

The Department owns a Konica Minolta Bizhub C452 Digital Color Copier which has been covered under the original full service maintenance agreement with Konica Minolta since its purchase and installation in June 2012. Konica Minolta provides timely service for maintenance, repairs and replacement parts for this machine. A Request for Bids was advertised and Konica Minolta was the sole bidder.

The amounts are calculated on \$76.50 per month for 24 months, which include a monthly base charge for black & white copies 1 through 1,000 at \$.009 per copy, and a monthly base charge for color copies 1 through 1,500 at \$.045 per copy, plus some overage coverage.

The contract has been approved by the Attorney General as to form and execution, and the Department has verified that the necessary funds are available for FY 2017 and contingent upon the availability and continued appropriation of funds for FY 2018. Copies of the fully executed contract are on file with the Secretary of State's Office and the Department of Administrative Services Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Your approval of this resolution is respectfully requested.

Sincerely,

Victoria F. Sheehan (handwritten signature)

Victoria F. Sheehan
Commissioner

Attachment

Department of Transportation

REQUEST FOR BID

FULL SERVICE MAINTENANCE & SUPPLY AGREEMENT

VENDOR'S BID RESPONSE

Firm: KONICA MINOLTA BUSINESS SOLUTIONS, INC  
(Firm Name Must be Included)

Contact Person: Bob Sullivan Phone: 603-328-2607  
(Signature Required)

Please list all pricing schemes. Mark in appropriate areas if supporting documentation is attached.

COPY ALLOWANCE PLAN

|                                                                                          |                 |
|------------------------------------------------------------------------------------------|-----------------|
| (BASE) Per copy Charge including: 1,000 Black Copies                                     | \$ 9.00         |
| 1,500 Color Copies                                                                       | \$ 67.50        |
| <b>TOTAL Monthly Base Charge for Konica Minolta bizhub C452</b>                          | <b>\$ 76.50</b> |
| Overage copy charge per copy over 1,000 requested Base allowance<br>Black & White Copies | \$ 0.009        |
| Overage copy charge per copy over 1,500 requested Base allowance<br>Color Copies         | \$ 0.045        |

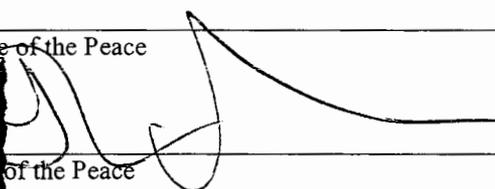
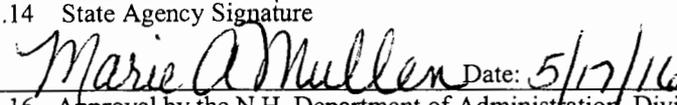
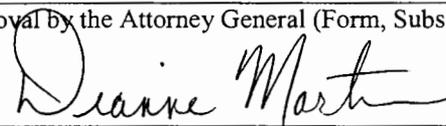
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

|                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                |                                                                                                                  |                                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|------------------------------------------------------------------------------------------------------------------|------------------------------------|
| 1.1 State Agency Name<br>New Hampshire Department of Transportation                                                                                                                                                                                                                                                                                                                                                           |                                                | 1.2 State Agency Address<br>7 Hazen Drive, Concord, NH 03301                                                     |                                    |
| 1.3 Contractor Name<br>Konica Minolta Business Solutions U.S.A., Inc.                                                                                                                                                                                                                                                                                                                                                         |                                                | 1.4 Contractor Address<br>25 Pelham Road, Salem, NH 03079                                                        |                                    |
| 1.5 Contractor Phone Number<br>603-898-4114                                                                                                                                                                                                                                                                                                                                                                                   | 1.6 Account Number<br>04-96-96-960015-3001-024 | 1.7 Completion Date<br>June 26, 2018                                                                             | 1.8 Price Limitation<br>\$2,500.00 |
| 1.9 Contracting Officer for State Agency<br>Marie Mullen, Director, Bureau of Finance                                                                                                                                                                                                                                                                                                                                         |                                                | 1.10 State Agency Telephone Number<br>603-271-6829                                                               |                                    |
| 1.11 Contractor Signature<br>                                                                                                                                                                                                                                                                                                               |                                                | 1.12 Name and Title of Contractor Signatory<br>KEVIN KERN<br>Senior VP, Bus. Intell. Services & Product PLANNING |                                    |
| 1.13 Acknowledgement: State of <u>New Jersey</u> , County of <u>Bergen</u><br><br>On <u>May 6, 2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.                                                   |                                                |                                                                                                                  |                                    |
| 1.13.1 Signature of Notary Public or Justice of the Peace<br>                                                                                                                                                                                                                                                                             |                                                |                                                                                                                  |                                    |
| 1.13.2 Name and Title of Notary of Justice of the Peace<br><div style="border: 2px solid black; padding: 5px; display: inline-block;">                     ROGER MARCUS<br/>                     COMMISSION # 2405350<br/>                     NOTARY PUBLIC-STATE OF NEW JERSEY<br/>                     MY COMMISSION EXPIRES<br/>                     MARCH 09, 2021                 </div><br>ROGER MARCUS, Public Notary |                                                |                                                                                                                  |                                    |
| 1.14 State Agency Signature<br>                                                                                                                                                                                                                                                                                                            |                                                | 1.15 Name and Title of State Agency Signatory<br>Marie A. Mullen, Director of Finance                            |                                    |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)<br><br>By: _____ Director, On: _____                                                                                                                                                                                                                                                                                            |                                                |                                                                                                                  |                                    |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)<br><br>By:  On: <u>5/26/16</u>                                                                                                                                                                                                                       |                                                |                                                                                                                  |                                    |
| 1.18 Approval by the Governor and Executive Council (if applicable)<br><br>By: _____ On: _____                                                                                                                                                                                                                                                                                                                                |                                                |                                                                                                                  |                                    |

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials RC  
Date 5/6/16

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

## 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

## 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

## 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

# EXHIBIT A

KONICA MINOLTA BIZHUB C452 COLOR MFD, SERIAL NUMBER **AOP2011020564**

## FULL SERVICE MAINTENANCE & SUPPLY AGREEMENT CONTRACTED ITEMS

Services to be provided by contractor under this Full Service Maintenance Agreement shall include:

1. Onsite service provided Monday-Friday 8:00 AM to 4:00 PM when requested by the agency.
2. Vendor must respond to the Department of Transportation via telephone within one (1) hour of initial support requested.
3. Vendor must be onsite within four (4) hours of telephone response with the Department of Transportation.
4. All maintenance, supplies, parts and labor are to be included in the monthly charge of the Full Service Maintenance & Supply Agreement excluding the cost of paper and staples.
  - a. All supplies must be genuine Konica Minolta supplies and FOB Destination.
  - b. All parts must be from the original equipment manufacturer (OEM) and FOB Destination.
5. This is a Full Service Maintenance Agreement. The State of New Hampshire, Department of Transportation shall not pay or be responsible to pay any mileage or travel time for any services requested or performed.

# EXHIBIT B

1. Vendor shall bill monthly for the Monthly Base Charge.
2. Vendor shall bill monthly for any overage copy charges incurred above the monthly base charges.
3. Terms of Payments:

**A:** Payments for base and overage copy charges will be monthly over the Twenty-Four (24) Month Contract Period.

4. Monthly Base charge for Black & White copies 1 through 1,000 will be billed at \$0.009 cents per copy or **\$9.00 per month**.

Monthly Base charge for Color copies 1 through 1,500 will be billed at \$0.045 cents per copy or **\$67.50 per month**.

5. Monthly Base Charge for both Black & White and Color copies with allotted base copies as stated above will be **\$76.50 per month**.

6. Monthly overage copy charges for Black & White copies over the Monthly Base of 1,000 copies will be billed at **\$0.009** cents per copy.

Monthly overage charges for Color copies over the Monthly Base of 1,500 copies will be billed at **\$0.045** cents per copy.

# EXHIBIT C

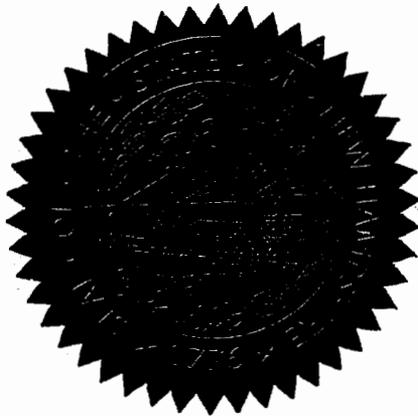
SPECIAL PROVISIONS

**NO SPECIAL PROVISIONS**

# State of New Hampshire Department of State

## CERTIFICATE

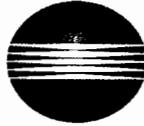
I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC. a(n) New York corporation, is authorized to transact business in New Hampshire and qualified on June 11, 1999. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 4<sup>th</sup> day of May, A.D. 2016

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



KONICA MINOLTA

SECRETARY'S CERTIFICATE

I, BRIAN CUPKA, Secretary of KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC., a corporation duly organized and existing under the laws of the State of New York (the "Corporation"), do hereby certify that:

(a) the following Resolutions were adopted August 23, 2005 by the unanimous written consent of Board of Directors of the Corporation:

"RESOLVED, that the officers of the Corporation (the "Officers") listed on the attached Exhibit A be and each of such Officers hereby are authorized to execute and deliver documents and take such action by and on behalf of the Corporation in connection with the day to day operation of the Corporation as any of them may, in their sole and absolute discretion, deem necessary and appropriate; and it is

FURTHER RESOLVED, that the Officers may delegate their authority to execute and deliver documents and take action by and on behalf of the Corporation to other employees of the Corporation as any of them may, in their sole and absolute discretion, deem necessary and appropriate."

(b) except as to the names of Officers listed on the August 23, 2005 Resolution's Exhibit A, such Resolutions have not been amended or rescinded and as of the date hereof remain in full force and effect; and

(c) that the persons whose names are set forth below are duly qualified and currently serve as officers of the Corporation in the capacity herein described:

|                   |                                                                          |
|-------------------|--------------------------------------------------------------------------|
| Richard K. Taylor | President & CEO                                                          |
| John Thielke      | Executive Vice President , CFO and Treasurer                             |
| Mark Bradford     | President of Direct Division                                             |
| Hiroshi Okazaki   | Executive Vice President, Strategic Business Planning                    |
| Salvatore Errigo  | Executive Vice President, Sales & Business Development                   |
| William Troxil    | Senior Vice President, Strategic Business Development                    |
| Kevin Kern        | Senior Vice President, Business Intelligence Services & Product Planning |
| Brian J. Cupka    | Senior Vice President, General Counsel & Secretary                       |
| Nelson Lin        | Vice President - Information Technology                                  |
| Myrtha Eugene     | Assistant Secretary                                                      |

(d) The Board of Directors has authorized Todd Croteau, President, All Covered Division; Todd Foote, Vice President, Government Sales & Marketing and Kay Fernandez, Vice President, Marketing, to sign various documents, including contracts and bid related documents, on behalf of the Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation this 6<sup>th</sup> day of May 2016.



BRIAN CUPKA, Secretary  
KONICA MINOLTA BUSINESS SOLUTIONS  
U.S.A., INC.

(CORPORATE SEAL)

Signed and sworn to Before me  
this 6<sup>th</sup> day of May, 2016.



ELAINE E. DEVLIN  
Notary Public of New Jersey  
I.D. #2359131  
Commission Expires 4/26/2017

