

**VILLAGE OF LOMBARD**  
**REQUEST FOR BOARD OF TRUSTEES ACTION**  
**For Inclusion on Board Agenda**  
**Bids and Proposals**

TO : President and Village Board of Trustees  
FROM : Scott Niehaus, Village Manager  
DATE : October 24, 2017 Agenda Date: November 2, 2017  
TITLE : Motion to Approve Lease Agreement/Service Maintenance Contract with Konica-Minolta to Replace Thirteen (13) Copiers Using the National Joint Powers Alliance (NJPA) Purchasing Contract # 083116-KON

SUBMITTED BY: Timothy Sexton, Director of Finance

**RESULTS:**

Date Bids Were Published	<u>      N/A      </u>	Bidding Closed	<u>      N/A      </u>	
Bid Security Required		<u>                </u> Yes	<u>                </u> X	<u>                </u> No
Performance Bond Required		<u>                </u> Yes	<u>                </u> X	<u>                </u> No
Were Any Bids Withdrawn		<u>                </u> Yes	<u>                </u> X	<u>                </u> No
Explanation:				
Waiver of Bids Requested?		<u>                </u> Yes	<u>                </u> X	<u>                </u> No
If yes, explain:				
Award Recommended to Lowest Responsible Bidder?		<u>                </u> X <u>                </u> Yes	<u>                </u> No	
If no, explain:				

**FISCAL IMPACT:**

Budget Estimate: Approx. \$44,500 annual cost for equipment leases, service maintenance contracts, and cost of copies for 13 copiers across all Village departments.

Amount of Award: Approx. \$34,000 per year for 5 years; Total cost of contract for 60-month lease, maintenance agreements, and copies: Approx. \$170,000. (101.120.510.75730)

**BACKGROUND**

The Village of Lombard currently uses Xerox copiers in each department, with an annual cost of \$44,500. After an extensive research process by the Village's Copier Committee, staff calculated a monthly savings of approximately \$950 with an estimated five-year savings of \$57,000 under the Konica-Minolta agreement/contract compared to our current Xerox contracts.

**RECOMMENDATION:**

Staff recommends the Village Board of Trustees award a five year contract to Konica-Minolta, using the National Joint Power Alliance (NJPA) contract, to provide the Village with a lease agreement/maintenance contract for thirteen (13) copiers.

Has Recommended Bidder Worked for Village Previously	<u>                </u> Yes	<u>                </u> X <u>                </u> No
If yes, was quality of work acceptable	<u>                </u> Yes	<u>                </u> No
Was item bid in accordance with Public Act 85-1295?	<u>                </u> X <u>                </u> Yes	<u>                </u> No
Waiver of bids - Public Act 85-1295 does not apply	<u>                </u> Yes	

**REVIEW** (as needed):

Village Attorney XX _____	Date _____
Finance Director XX <i>gc</i> _____	Date _____
Village Manager XX _____	Date _____





To: Scott Niehaus  
Village Manager

From: Village of Lombard Copier Committee Members:  
Rhonda Heabel, Management Analyst - Finance *RH*  
Diane Miller, Administrative Coordinator - Finance *DM*  
Sheila York, Administrative Coordinator - Fire *SY*  
Mary Klimczak, Senior Building Division Representative –  
Community Development *MK*  
Susan Cermak, Administrative Coordinator – Public Works *SC*  
Carol Bauer, Executive Coordinator – Village Manager's Office *CB*  
Lisa Lullo, Records Supervisor – Police *LL*  
John Doser, IT Manager – Finance *JD*

Date: October 24, 2017

Subject: Recommendation to Enter Into a 60 Month Lease Agreement/Service Contract with Konica-Minolta to Replace Thirteen (13) Xerox Copiers using the National Joint Powers Alliance (NJPA) Contract # 083116-KON.

The Village Copier Committee is comprised of employees from each Village department that represent the main users of the copy machines. In addition, the IT Manager was involved to assist with any technical questions and the Management Analyst was included to analyze the proposals from the various vendors. Over the course of the next 8 months, the Xerox maintenance contracts/lease agreements will expire. In addition to that, many of the copiers have had frequent mechanical issues. Therefore, the committee was tasked to find options for the replacement of the copiers across all Village departments, while also reducing our copier costs.

In late August, the Copier Committee met to discuss the needs/wants of the various departments. From there, we surveyed surrounding municipalities, researched joint purchasing contracts, and requested information from vendors. We received pricing information from six (6) vendors, including Konica-Minolta, Sharp, Toshiba, Canon, Copy King (Kyocera), and RCM Data (Xerox). In addition to the pricing information, the committee went on site visits to test the functionality of the different copiers of each vendor.

When researching, reviewing, and testing the copiers and working with the sales team of each vendor, the key components in our analysis and evaluation of each were speed, resolution, ease of use, maintenance/service process and guarantee, and pricing. We looked at several options including 36, 48, and 60 month leases, as well as purchasing outright. Once we narrowed down our selection of vendors, we looked at buyouts of our current contract and the possibility of managing the contracts/leases so that the timeline of the leases were coordinated.

Konica-Minolta excelled in all areas of our discovery process. In addition, our committee discovered that Konica-Minolta was awarded a contract with the National Joint Powers Alliance (NJPA) in October, 2016. NJPA's cooperative contract purchasing leverages the national purchasing power of more than 50,000 member agencies while also streamlining the required purchasing process. As a municipal national contracting agency, NJPA establishes and provides nationally leveraged and competitively solicited purchasing contracts under the guidance of the Uniform Municipal Contracting Law. Joint Powers laws enable members to legally purchase through our awarded contracts.

After conducting a thorough review of each department's needs and an extensive discovery process of various vendors, the Copier Committee has determined that the best option is to lease thirteen (13) copiers, consistent with the capabilities and functionality of the current copiers that each are replacing, from Konica-Minolta Business Solutions for a lease term of 60 months. The total estimated lease agreement, service maintenance contract, and cost of copies for 13 copiers over 60 months is approximately \$170,000. This breaks down to a monthly cost of approximately \$2,805 as compared to our current monthly cost of approximately \$3,755. This corresponds to a monthly savings of approximately \$950 and a five-year life-of-the-contract savings of approximately \$57,000.

To further accommodate the Village's requests, Konica-Minolta has agreed to contribute \$11,200 towards the buyout of the remainder of our lease agreement with Xerox. Therefore, all 13 copiers will be on the same leasing timeline with a start date of December 1, 2017, to avoid confusion and make for a more efficient and simpler process in the future.

For security and environmental protection reasons, the seven (7) Xerox copiers that are currently owned by the Village will be declared surplus and turned over to Konica-Minolta to dispose of properly, while the six (6) leased copiers will be returned to Xerox by Konica-Minolta at their cost, adding a value of approximately \$4,000 for the de-installation, removal, and return of the equipment.

Therefore, based on our extensive discovery process, the Village Copier Committee recommends the Board of Trustees award a contract to Konica-Minolta to provide the Village with a five year lease agreement/maintenance contract for thirteen (13) copiers. The Committee respectfully requests that you place this item on the November 2, 2017 Village Board of Trustees Board Agenda for consideration and approval.



## Order Package Acceptance Agreement

Customer Name/Address:

VILLAGE OF LOMBARD  
255 E WILSON AVE  
LOMBARD, IL 60148-3926

Customer's signature below constitutes Customer's acceptance of the preceding forms in this Order Package (as identified by Order Package ID S00387626 time stamped 10/25/17 01:05 PM).

This Order Package is governed by the terms and conditions of the Master Agreement contract between Konica Minolta Business Solutions U.S.A., Inc. and NJPA 083116-KON, dated 10/19/2016 terms of which are incorporated into this agreement. If payment by credit card is indicated above, Customer hereby grants KMBS the authority to charge the Customer's credit card in the amount indicated (plus applicable taxes). KMBS assumes no responsibility to pick-up, return to any party, and/or resolve any financial obligations on any existing Customer equipment except as specifically stated in this Agreement or separately executed form.

Not binding on KMBS until signed by KMBS Manager.

**Authorized Customer Representative**

Name: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**KMBS Representative**

Name: Kevin Moore  
(Please Print)

Signature: \_\_\_\_\_

Date: 10/25/17

**KMBS Manager**

Name: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



For office use only (Check one):  Branch  Windsor



### Premier Lease Agreement

APPLICATION NUMBER

AGREEMENT NUMBER

NJPA Contract # 083116-KON

This 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	
VILLAGE OF LOMBARD			255 E WILSON AVE	
CITY	STATE	ZIP	PHONE*	FAX
Lombard	IL	60148	630 620 5914	
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](http://www.kmbs.konicaminolta.us).



Make/Model/Accessories (including Software Description and Supplier / Licensor if applicable)	Serial Number	Start Meter Read(s)
1 - ACCURIOPRINT C2060L IC-417 PACKAGE		
1 - BIZHUB 308		
1 - BIZHUB 4050		
1 - BIZHUB 4050		

See attached 'Schedule A' for additional Equipment / Accessories / Software

#### TERM AND PAYMENT SCHEDULE

TERM IN MONTHS	# of payments	Payment Frequency	Payment Amount (plus applicable taxes)	Advance Payment (plus applicable taxes)
60	60	<input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Monthly	\$1597.43	\$ 0

END OF LEASE OPTIONS: You will have the following options at the end of the original term, provided the Lease has not terminated early and no event of default under the Lease has occurred and is continuing.  
 1. Purchase the Equipment for the Fair Market Value as determined by us. 2. Renew the Lease per paragraph 1 (on reverse). 3. Return Equipment as provided in Paragraph 5 (on reverse).

**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

VILLAGE OF LOMBARD	X		
FULL LEGAL NAME OF CUSTOMER (as referenced above)	AUTHORIZED SIGNER	TITLE	DATED

FEDERAL TAX I.D. #

PRINT NAME

TITLE

#### CONTINUING GUARANTEE

As additional inducement for us, Konica Minolta Premier Finance to enter into the Agreement, the undersigned ("you") unconditionally, jointly and severally, personally guarantees that the customer will make all payments and meet all obligations required under this Agreement and any supplements fully and promptly. You agree that we may make other arrangements including compromise or settlement with you and you waive all defenses and notice of those changes and presentment, demand, and protest and will remain responsible for the payment and obligations of this Agreement. We do not have to notify you if the customer is in default. If the customer defaults, you will immediately pay in accordance with the default provision of the Agreement all sums due under the terms of the Agreement and will perform all the obligations of the Agreement. If it is necessary for us to proceed legally to enforce this guarantee, you expressly consent to the jurisdiction of the court set out in paragraph 13 and agree to pay all costs, including attorneys fees incurred in enforcement of this guarantee. It is not necessary for us to proceed first against you before enforcing this guarantee. By signing this guarantee, you authorize us to obtain credit bureau reports for credit and collection purposes.

	X		
PRINT NAME OF GUARANTOR	SIGNATURE (NO TITLES)	TITLE	DATED

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



1. **LEASE AGREEMENT:** You agree to lease from us the personal property described under "MAKE/MODEL/ACCESSORIES" and as modified by supplements to this 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. To the extent the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such property shall be referred to as the "Software". You agree to all of the terms and conditions contained in this Agreement and any Schedule, which together are a complete statement of our Agreement regarding the listed equipment ("Agreement") and supersedes all other writings, communications, understanding, agreements, any purchase order and any solicitation documents and related documents. This Agreement may be modified only by written Agreement and not by course of performance. This Agreement becomes valid upon execution by you or us. The Equipment is deemed accepted by you under this Agreement unless you notify us within three (3) days of delivery that you do not accept the Equipment and specify the defect or malfunction. In that event, a) 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. The "Billing Date" of this Agreement will be the twentieth (20th) day or an alternative agreed upon date following installation. You agree to pay a prorated amount of 1/30th of the monthly payment times the number of days between the installation date and the Billing Date. This Agreement will continue from the Billing Date for the Term shown and will be extended automatically for successive one (1) month terms unless you (a) send us written notice, between ninety (90) days and one hundred fifty (150) days before the end of any term, of your decision to return or purchase the Equipment or renew this Lease and (b) you purchase or return the Equipment, as specified in your notice, within ten (10) days after the end of the term. Leases with \$1.00 purchase options will not be renewed. The periodic renewal payment has been set by mutual agreement and is not based on the cost of any component of this lease. **THE BASE RENTAL PAYMENT SHALL BE ADJUSTED PROPORTIONATELY UPWARD OR DOWNWARD, IF THE ACTUAL COST OF THE EQUIPMENT EXCEEDS OR IS LESS THAN THE ESTIMATE PROVIDED TO LESSEE.** If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You authorize us to insert or correct missing information on this lease including your proper legal name, serial numbers, other numbers describing the Equipment and other omitted factual matters. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignee or third parties having an economic interest in this Agreement 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, use and property tax. If we pay any tax on your behalf, you agree to reimburse us promptly along with a processing fee. Subsequent rent 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 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.**

3. **OWNERSHIP OF EQUIPMENT:** We are the owner of the Equipment and have sole title (unless you have a \$1.00 purchase option) to the Equipment (excluding Software). You agree to keep the Equipment free and clear of all liens and claims. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to, hard drives, disk drives or any other form of memory.

4. **WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABILITY. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OF 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. 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 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 will 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.

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

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

7. **COLLATERAL PROTECTION AND INSURANCE:** You are responsible for installing and keeping the Equipment in good working order. Except for ordinary wear and tear, you are responsible for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, you agree to continue to pay the amounts due and to become due hereunder without setoff or defense. During the term of this Agreement, you agree that you will (1) insure the equipment against all loss or damage naming us as loss payee; (2) obtain liability and third party property damage insurance naming us as an additional insured and (3) deliver satisfactory evidence of such coverage with carriers, policy forms and amounts acceptable to us. All policies must provide that we be given thirty (30) days written notice of any material change or cancellation. If you do not provide evidence of acceptable insurance, we have the right, but no obligation, (a) to obtain insurance covering our interest (and only our interest) in the Equipment for the lease term, and renewals and (i) any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time, (ii) you will be required to pay us an additional amount each month for the insurance premium and an administrative fee, (iii) the cost may be more than the cost of obtaining your own insurance, (iv) you agree that we, or one of our affiliates, may make a profit in connection with the insurance we obtain, (v) you agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims; or (b) we may waive the insurance requirement and charge you a monthly property damage surcharge in the amount of 0.035 of the original equipment cost to cover our credit risk, administrative costs and other costs, as would be further described on a letter from us to you and on which we may make a profit. If you later provide evidence that you have obtained acceptable insurance, we will cancel the insurance we obtained or cease charging the surcharge.

8. **INDEMNITY:** We are not responsible for any loss or injuries caused by the installation or use of the Equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury 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 taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. You agree to (a) reimburse us for all personal property taxes which we are required to pay as Owner of the Equipment or to remit to us each month our estimate of the monthly equivalent of the annual property taxes to be assessed. If you do not have a \$1.00 purchase option, we will file all personal property, use or other tax returns and you agree to pay us a processing fee for making such filings. You agree to pay us up to \$75.00 on the date the first payment is due as an origination fee. 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 taxes.

10. **ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT.** We may sell, assign, or transfer this Agreement and/or the Equipment without notice. You agree that if we sell, assign, or transfer this Agreement and/or the Equipment, the new lessor will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of the new Lessor will not be subject to any claims, defenses, or set offs that you may have against us whether or not you are notified of such assignment. The cost of any Equipment, Software, services and other elements of this Agreement has been negotiated between you and the Supplier. None of Lessor's assignees will independently verify any such costs. Lessor's assignees will be providing funding based on the payment you have negotiated with Supplier. You are responsible for determining your accounting treatment of the appropriate tax, legal, financial and accounting components of this Agreement.

11. **DEFAULT AND REMEDIES:** If (a) you do not pay any lease payment or other sum due to us or other party when due or (b) if you break any of your promises in the Agreement or any other Agreement with us or (c) if you, or any guarantor of your obligations become insolvent or commence bankruptcy or receivership proceedings or have such proceedings commenced against you, you will be in default. If any part of a payment is more than three (3) days late, you agree to pay a late charge of ten percent (10%) of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may do any one or all of the following: (a) instruct Supplier to withhold service, parts and supplies and / or void the Customer One Guarantee; (b) terminate or cancel this Agreement and require that you pay, **AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY**, the sum of: (i) all past due and current Monthly Payments (or other periodic payments) and charges; (ii) the present value of all remaining Monthly Payments (or other periodic payments) and charges, 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 term of this Agreement (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 11) 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. **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 ALL OTHER OBLIGATIONS UNDER THIS LEASE AGREEMENT SHALL IN NO WAY BE DIMINISHED ON ACCOUNT OF OR IN ANY WAY RELATED TO THE ABOVE SAID SOFTWARE LICENSE AGREEMENT OF FAILURE IN ANY WAY OF THE SOFTWARE.**





KONICA MINOLTA

### Schedule "A"

APPLICATION NUMBER
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AGREEMENT NUMBER
------------------

This Schedule "A" is to be attached to and become part of the item Description for the Agreement dated \_\_\_\_\_ by and between the undersigned and **Konica Minolta Premier Finance**.

<i>Make/Model/Accessories</i> (including Software Description and Supplier / Licensor if applicable)	Serial Number	Start Meter Read(s)
1 - BIZHUB 4050		
1 - BIZHUB 4050		
1 - BIZHUB 4050		
1 - BIZHUB 558 COPIER/PRINTER		
1 - BIZHUB 958		
1 - BIZHUB C308 COPIER/PRINTER		
1 - BIZHUB C308 COPIER/PRINTER		
1 - BIZHUB C558 COPIER/PRINTER		
1 - BIZHUB C558 COPIER/PRINTER		

#### LESSOR ACCEPTANCE

Konica Minolta Premier Finance			
LESSOR	AUTHORIZED SIGNER	TITLE	DATED

#### CUSTOMER ACCEPTANCE

VILLAGE OF LOMBARD	X		
FULL LEGAL NAME OF CUSTOMER	AUTHORIZED SIGNER	TITLE	DATED

FEDERAL TAX I.D. #	PRINT NAME	TITLE
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**Maintenance Agreement**

**Customer Information**

Sold to Acct #: <u>0000404084</u>	Payer/Bill to Acct #:	Ship to Acct #:
Name: <u>VILLAGE OF LOMBARD</u>	Name: <u>VILLAGE OF LOMBARD</u>	Name: <u>VILLAGE OF LOMBARD</u>
Attn/Dept:	Attn/Dept:	Attn/Dept:
Ste/Rm:	Ste/Rm:	Ste/Rm:
Address: <u>255 E WILSON AVE</u>	Address: <u>255 E WILSON AVE</u>	Address: <u>255 E WILSON AVE</u>
City: <u>LOMBARD</u>	City: <u>LOMBARD</u>	City: <u>LOMBARD</u>
State: <u>IL</u> Zip: <u>60148-3926</u>	State: <u>IL</u> Zip: <u>60148-3926</u>	State: <u>IL</u> Zip: <u>60148-3926</u>

Tax Exempt Customer?  Yes  No Tax Exemption Number: E Tax Exemption Certificate must be attached when applicable.

PO Required?  Yes  No PO Number: \_\_\_\_\_ PO Expiration Date: \_\_\_\_\_ PO must be attached when applicable.

Individual PO  Blanket PO PO Contact: \_\_\_\_\_ Email: \_\_\_\_\_ Ph: \_\_\_\_\_

Fleet Manager?  Yes  No Name: \_\_\_\_\_ Email: \_\_\_\_\_ Ph: \_\_\_\_\_

**Coverage / Billing Options**

<p><b>Coverage Options:</b></p> <p>Select Options:</p> <input checked="" type="checkbox"/> Supply Inclusive <input type="checkbox"/> After Hours Service - Requires After Hours Agreement <input type="checkbox"/> Decline Digital Connected Support* <p>* Digital Connect Support will be added automatically billed at \$12.00 per serial number monthly, unless declined above.</p> <p><b>Billing Options:</b></p> <p>Initial Term in Months: <input type="checkbox"/> 36 <input type="checkbox"/> 48 <input checked="" type="checkbox"/> 60 <input type="checkbox"/> Other _____</p> <p>Flat Rate Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually</p> <p>Meter Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually</p> <p>Aggregate Volume: <input type="checkbox"/> B/W <input type="checkbox"/> Color</p> <p>Effective Date: <input checked="" type="checkbox"/> On Install <input type="checkbox"/> Date: _____</p> <p>Billing Day: <input checked="" type="checkbox"/> Selected by KMBS <input type="checkbox"/> Preferred Day: _____ (29th, 30th, and 31st are not an available selection)</p>	<p><b>MFP</b></p> <p>Select Options:</p> <input type="checkbox"/> Toner (Black Only) <input type="checkbox"/> 20lb Bond Roll Paper <input type="checkbox"/> Decline Digital Connected Support* <p><b>Wide Format</b></p> <p>Initial Term in Months: <input type="checkbox"/> 36 <input type="checkbox"/> 48 <input type="checkbox"/> 60 <input type="checkbox"/> Other _____</p> <p>Flat Rate Frequency: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually</p> <p>Meter Frequency: <input type="checkbox"/> Monthly</p>
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**All Devices**

Internal Use

**Maintenance Pricing**

MA #:

Item	Model Description	Serial Number	Type	Monthly Minimum Volume	Monthly Flat Rate \$	Cost Per Copy Rate \$	Start Meter	Sub Fleet	Price Plan
1	BIZHUB 4050		Color						
			B/W			0.00800			
2	BIZHUB 4050		Color						
			B/W			0.00800			
3	BIZHUB 958		Color						
			B/W			0.00450			

Additional Equipment on Schedule B

**Wide Format**

Item	Model Description	Serial Number	Type	Monthly Minimum Volume (Sq. Feet)	Monthly Flat Rate \$	Cost Per Square Foot Rate \$	Start Meter	Sub Fleet	Price Plan
1			Color						
			B/W						

Additional Equipment on Schedule C

**Comments**

**For Internal Use**

Maintenance:  with Equipment Order  Maintenance Only  Billed by KMBS  Billed by Lease Company  Dealer Serviced

Originating:	Sales Rep Number	Sales Rep Name	Sales Rep Email Address	Sales District
Order Taking:	2448529	KEVIN MOORE	KMOORE@KMBS.KONICAMINOLTA.US	24404
Processing:	2448529	KEVIN MOORE	KMOORE@KMBS.KONICAMINOLTA.US	Processed
Servicing:	2448529	KEVIN MOORE	KMOORE@KMBS.KONICAMINOLTA.US	<input type="checkbox"/> Branch <input checked="" type="checkbox"/> Windsor



### Maintenance Agreement Additional Equipment - Schedule B

Maintenance Pricing								Internal Use		
								MA #:		
Item	Model Description	MFP	Serial Number	Type	Monthly Minimum Volume	Monthly Flat Rate \$	Cost Per Copy Rate \$	Start Meter	Sub Fleet	Price Plan
1	BIZHUB C308 COPIER/P RINTER			Color			0.04000			
				B/W			0.00450			
2	BIZHUB C558 COPIER/P RINTER			Color			0.04000			
				B/W			0.00450			
3	BIZHUB C308 COPIER/P RINTER			Color			0.04000			
				B/W			0.00450			
4	ACCURIOPRINT C2060L IC-417 PACKAGE			Color			0.04000			
				B/W			0.00800			
5	BIZHUB C558 COPIER/P RINTER			Color			0.04000			
				B/W			0.00450			
6	BIZHUB 4050			Color						
				B/W			0.00800			
7	BIZHUB 4050			Color						
				B/W			0.00800			
8	BIZHUB 4050			Color						
				B/W			0.00800			
9	BIZHUB 558 COPIER/PR INTER			Color						
				B/W			0.00450			
10	BIZHUB 308 COPIER/PR INTER			Color						
				B/W			0.00450			
11				Color						
				B/W						
12				Color						
				B/W						
13				Color						
				B/W						
14				Color						
				B/W						
15				Color						
				B/W						
16				Color						
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22				Color						
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23				Color						
				B/W						
24				Color						
				B/W						
25				Color						
				B/W						
26				Color						
				B/W						
27				Color						
				B/W						
28				Color						
				B/W						



## Lease Reimbursement / Direct Paid Buyout / Rebate

Customer Name: VILLAGE OF LOMBARD  
 Address: 255 E WILSON AVE  
 City: LOMBARD State: IL Zip Code: 60148-3926

**Lease Reimbursement**

Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") does hereby agree to pay the Customer named above, the sum of \$ 11,200.00 representing the principal balance remaining on Lease Agreement # 714738895 with 1 ("Leasing Company"), for Model 11 Serial # 1, provided KMBS receives payment in full from the Leasing Company (for a lease agreement) or from the Customer (for a purchase agreement) for the new transaction.

KMBS shall have no liability to the Customer or to any third party as a result of this transaction. The funds described above will be issued based upon the representation by the Customer of the outstanding balance due. The Customer agrees to remit these reimbursement funds to the Leasing Company in payment of the outstanding principal balance. If KMBS agrees to ship Customer's equipment to the Leasing Company, it is the responsibility of the Customer to first provide the Return Authorization and shipping instructions to KMBS.

**Direct Paid Buyout**

Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") does hereby agree to pay direct to the Leasing Company named below, the sum of \$ \_\_\_\_\_, representing the Total Buyout Quote(s) attached, itemized by lease agreement number and dollar amount below; provided KMBS receives payment in full from the Leasing Company (for a lease agreement) or from the Customer (for a purchase agreement) for the new transaction.

Leasing Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Lease Agreement # _____	Amount \$ _____
Lease Agreement # _____	Amount \$ _____
Lease Agreement # _____	Amount \$ _____

KMBS shall have no liability to the Customer or to any third party as a result of this transaction, beyond remittance of the designated funds identified above. The funds described above will be issued based upon the Total Buyout Quote(s) attached and itemized above. The Customer agrees that any other charges not itemized on the Buyout Quote(s) attached, or resulting from additional charges for Lease Payments, Taxes, Late Fees, or Other charges imposed by the Leasing Company will be the sole responsibility of the Customer. If KMBS agrees to ship Customer's equipment to the Leasing Company, it is the responsibility of the Customer to first provide the Return Authorization and shipping instructions to KMBS.

**Rebate**

Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") does hereby agree to pay the Customer named above, the sum of \$ \_\_\_\_\_, representing a special incentive towards the lease or purchase of new KMBS product(s), provided KMBS receives payment in full from the respective Leasing Company (for a lease agreement) or from the Customer (for a purchase agreement) for the new transaction.

**Comments:**

REIMBURSEMENT OF REMAINING LEASE PAYMENTS TO CUSTOMER  
 CURRENT XEROX LEASE AGREEMENTS TOTAL \$2,200 PER MONTH FOR THE NEXT 5 MONTHS

Reimbursement or Rebate check will be issued in approximately eight (8) to ten (10) weeks from the date of installation provided KMBS receives full funding for the new transaction. Direct Paid Buyouts will be issued to the Leasing Company in approximately two (2) weeks from the date KMBS receives full funding for the new transaction.



**FORM E**  
**CONTRACT ACCEPTANCE AND AWARD**



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

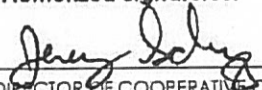
NJPA Contract #: 083116-KON

Proposer's full legal name: Konica Minolta Business Solutions U.S.A., Inc.

**Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.**

The effective date of the Contract will be October 19, 2016 and will expire on October 19, 2020 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

**NJPA Authorized Signatures:**

  
\_\_\_\_\_  
NJPA DIRECTOR OF COOPERATIVE CONTRACTS  
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz  
(NAME PRINTED OR TYPED)

  
\_\_\_\_\_  
NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette  
(NAME PRINTED OR TYPED)

Awarded on October 19, 2016

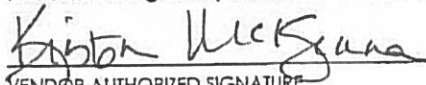
NJPA Contract # 083116-KON

**Vendor Authorized Signatures:**

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

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

Authorized Signatory's Title Director Government Contracts

  
\_\_\_\_\_  
VENDOR AUTHORIZED SIGNATURE

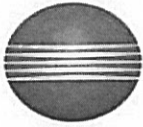
Kristen McKenna  
\_\_\_\_\_  
(NAME PRINTED OR TYPED)

Executed on October 24, 2016

NJPA Contract # 083116-KON



Home > Cooperative Purchasing > Contracts - General > School & Office Equipment/Supplies > Konica Minolta



## KONICA MINOLTA

Overview

Contract Documentation

Pricing

Marketing Materials

NJPA Contact Information

### HOW TO PURCHASE

Our step-by-step guide



### Vendor Contact Info

Marc Biga - Regional Director of  
Government Sales – Central and  
West

Direct Phone: 720-290-2431

[mbiga@kmbs.konicaminolta.us](mailto:mbiga@kmbs.konicaminolta.us)

[www.konicaminolta.us](http://www.konicaminolta.us)

Thomas Cutler - Regional Director  
of Government Sales – East and  
South

Direct Phone: 727-542-8472

[tcutler@kmbs.konicaminolta.us](mailto:tcutler@kmbs.konicaminolta.us)

[www.konicaminolta.us](http://www.konicaminolta.us)

## Konica Minolta

**Contract#:** 083116-KON

**Category:** School & Office Equipment/Supplies

**Maturity Date:** 10/19/2020

Operating as a complete solution provider to NJPA, Konica Minolta will provide solutions in the areas of MFD's, Production Print Products and Services, IT Services, Enterprise Content Management, Document Workflow Solutions, Specialty Products such as 3D Printers, Wide Format and Scanners, Managed Print Services, Facilities Management, Work Smart Technology, and Interactive Classroom Technology. All our products and services are offered nationwide by more than 125 direct sales locations; and by approximately 350+ Konica Minolta authorized dealers.

At Konica Minolta, we are committed to helping you give shape to ideas that ultimately will help the people you serve. By combining the contract and marketing expertise of NJPA with our proven abilities, we expect to greatly increase the acceptance, utilization and sales of this contract throughout the country.

