

**AMENDMENT TO CONTRACT  
ANNUAL REQUIREMENTS FOR COST-PER-COPY PROGRAM  
BID NO. 09-277**

**CITY OF LINCOLN, LANCASTER COUNTY, LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION  
SECOND RENEWAL**

This Amendment is hereby entered into by and between **Konica Minolta Business Solutions USA Inc., 620 N. 48<sup>th</sup> St., Lincoln, NE 68504** (hereinafter "Contractor") and the **City of Lincoln, Lancaster County, Lincoln-Lancaster County Public Building Commission** (hereinafter "Owners"), for the purpose of Amending the Contract C-10-0101, dated March 9, 2010, and Resolution No. A-85781, dated March 24, 2010, for the **Annual Requirements for Cost-Per-Copy Services, Spec. No. 09-277**, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is March 1, 2010 through February 28, 2014, with the option to renew for three (3) additional one (1) year terms; and

WHEREAS, the Contract was amended by City E.O. 86912 on February 20, 2014 and by County Contract C-14-0099, on February 25, 2014, to renew the Contract for an additional one (1) year period from March 1, 2014 through February 28, 2015; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year period from March 1, 2015 through February 28, 2016; and

WHEREAS, the expenditure for the City of Lincoln is estimated to be \$270,000.00. Lancaster County and the Lincoln-Lancaster County Public Building Commission shall participate in the cost-per-copy program according to the terms of the contract.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County Contract C-10-0101 and Resolution No. A-85781, and stated herein the parties agree as follows:

1. The Contract shall be renewed for an additional one (1) year period from March 1, 2015 through February 28, 2016.
2. The expenditure for the City of Lincoln is estimated to be \$270,000.00. Lancaster County and Lincoln-Lancaster County Public Building Commission shall participate in the cost-per-copy program according to the terms of the contract.
3. All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

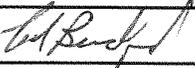
The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract.

**AMENDMENT TO CONTRACT  
ANNUAL REQUIREMENTS FOR COST-PER-COPY PROGRAM  
BID NO. 09-277**

**CITY OF LINCOLN, LANCASTER COUNTY, LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION  
SECOND RENEWAL**

Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.

<b>Company Name: (PLEASE PRINT)</b>	Konica Minolta Business Solutions, US, Inc.
<b>By: (Please Sign)</b>	
<b>By: (Please Print)</b>	Mark Bradford
<b>Title: (Please Print)</b>	President, Direct Channel
<b>Company Address: (Please Print)</b>	100 Williams Drive, Ramsey, NJ 07446
<b>Company Phone &amp; Fax: (Please Print)</b>	201-825-4000
<b>E-Mail Address: (Please Print)</b>	mbradford@kmb.konicaminolta.us
<b>Date: (Please Print)</b>	2/26/15
<b>Contact Person for: "Orders or Service"</b>	
<b>Phone Number:</b>	

City of Lincoln Signature Page

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AMENDMENT TO CONTRACT  
ANNUAL REQUIREMENTS FOR COST-PER-COPY PROGRAM  
BID NO. 09-277  
CITY OF LINCOLN, LANCASTER COUNTY, LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION  
SECOND RENEWAL

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

*Teresa J. Meier*  
\_\_\_\_\_  
City Clerk



CITY OF LINCOLN, NEBRASKA

*Chris Beutler*  
\_\_\_\_\_  
Chris Beutler, Mayor

Approved by Executive Order No. 38107

dated 3-25-15

RECEIVED

M14-70933  
MAR 05 2014

C-14-0099

CITY  
ATTORNEY

RECEIVED

FEB 20 2014

ADDENDUM TO  
AGREEMENT FOR CONTRACT NO. C-10-0101

LANCASTER COUNTY  
CLERK

First Renewal  
Bid No. 09-277

This addendum is hereby entered into on this 20<sup>th</sup> day of ~~February~~ 2014 by and between Konica Minolta Business Solutions USA Inc., hereinafter referred to as "Contractor" and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, and the Lincoln-Lancaster County Public Building Commission hereinafter called the "Owners", for the purpose of renewing the Contract dated February 17, 2010, under County Contract C-10-0101 (the "Agreement"), for Annual Requirements for Cost-Per-Copy Services Spec. No. 09-277, a copy of which is attached hereto and made a part hereof by this reference

WHEREAS, the Agreement under County Contract No. C-10-0101 and City Resolution NO A-85781 was executed by the City of Lincoln, County of Lancaster, Lincoln-Lancaster County Public Building Commission, and Konica Minolta Business Solutions USA Inc.; and

WHEREAS, the original term of the Agreement is March 1, 2010 through February 28, 2014, with the option to renew for three (3) additional one (1) year terms; and

WHEREAS, the parties wish to extend the agreement for an additional one (1) year term beginning March 1, 2014 through February 28, 2015, by executing and Addendum to the Agreement, which is found at County Contract No. C-10-0101.

WHEREAS, in addition to extending the contract, the parties desire that the cost per copy rate shall be \$.0145 per copy for digital – Black and White copy and \$.042 per copy for digital – Color copy, with a minimum monthly copy/print volume of 1,100,000 Black and White copies and 60,000 Color copies during the term extension.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Agreement, under County Contract C-10-0101, Spec # 09-277, and stated herein, the parties agree as follows:

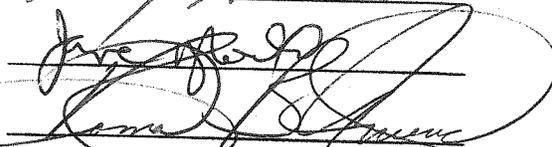
- 1) The Agreement shall be renewed for an additional one (1) year term beginning March 1, 2014 through February 28, 2015.
- 2) The cost per copy rate shall be \$.0145 per copy for digital – Black and White copy and \$.042 per copy for digital – Color copy.
- 3) Lancaster County, Nebraska and the City of Lincoln, Nebraska agree to a minimum monthly copy/print volume of 1,100,000 Black and White copies and 60,000 Color copies.
- 4) All other terms of the Agreement, not in conflict with this Addendum, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Addendum. This Addendum shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

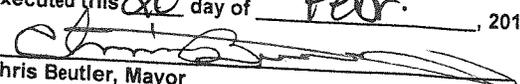
**Lancaster County Board of Commissioners Signatures**

Executed this 25 day of Feb, 2014

  
  
  
Schorr Absent

City of Lincoln

Executed this 20 day of Febr., 2014

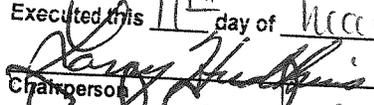
  
Chris Beutler, Mayor

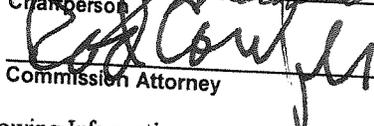
Approved by Executive Order No. 86912

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Lincoln-Lancaster County Public Building Commission

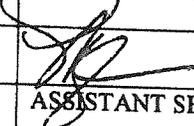
Executed this 11 day of March, 2014

  
Chairperson

  
Commission Attorney

**Supplier Information – Supplier Please Fill in the Following Information**

Executed this 11TH day of February, 2014

COMPANY NAME: (PLEASE PRINT)	KONICA MINOLTA BUSINESS SOLTUIONS USA INC
BY: (PLEASE PRINT)	MYRTHA EUGENE
BY: (PLEASE SIGN)	
TITLE;	ASSISTANT SECRETARY
COMPANY ADDRESS (PLEASE PRINT)	100 WILLIAMS DRIVE, RAMSEY, NJ 07446
COMPANY PHONE & FAX (PLEASE PRINT)	201-825-4000 PHONE      201-236-4353 FAX
EMAIL ADDRESS: (PLEASE PRINT)	CBDG@KMBS.KONICAMINOLTA.US

A-85781

C-10-0101

 COPY

RECEIVED

MAR 05 2010

LANCASTER COUNTY  
CLERK

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN, NEBRASKA,  
LANCASTER COUNTY,  
LINCOLN - LANCASTER COUNTY  
PUBLIC BUILDING COMMISSION**

**ANNUAL REQUIREMENTS  
FOR  
Cost per Copy Program  
Bid No. 09-277**

**Konica Minolta Business Solutions USA Inc.  
5005 Russell Circle  
Lincoln, NE 68507  
402-465-6971**

**CITY OF LINCOLN-LANCASTER COUNTY, NEBRASKA and  
LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION  
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this 17th day of February 2010, by and between **Konica Minolta Business Solutions USA Inc., 5005 Russell Circle, Lincoln, NE 68507**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, and the Lincoln-Lancaster County Public Building Commission hereinafter called the "Owners".

WHEREAS, the Owners have caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing Cost per Copy Services and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the Owners, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the Owners, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owners have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the Owners' award of this Contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor's Proposal, or part thereof, as follows:

**Agreement to full proposal - Price based on copies made for both Black and White and Color**

2. The Owners agree to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the Owners:

**Owners will pay for products/service, according to the pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract.**

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
  - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
  - 5.2) Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
    - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide **Annual Requirements for Cost per Copy Program, Bid No. 09-277**
    - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
    - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, Lancaster County, Nebraska and Lincoln-Lancaster County Public Building Commission. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County" or "Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, Lancaster County and Lincoln-Lancaster County Building Commission.
8. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a four (4) year term with the option to renew for annually for three (3) each additional one (1) year periods upon mutual consent of both parties.

9. The Contract Documents comprise the Contract, and consist of the following:
1. Instructions to Bidders
  2. Insurance Requirements
  3. Accepted Proposal/Response
  4. Contract Agreement
  5. Specifications
  6. Addendum No. 1 & 2
  7. Sales Tax Exemption Form 13

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract.

**EXECUTION BY THE CITY OF LINCOLN, NEBRASKA**

ATTEST:

*Jean E. Rose*  
City Clerk



CITY OF LINCOLN, NEBRASKA

*[Signature]*  
Mayor

dated 3-24-10

**LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION**

Attest:

*[Signature]*  
Public Building Commission Attorney

*Jenny Hudkins*  
Chairperson, Public Building Commission

dated 3-16-10

**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

Contract Approved as to Form:

*[Signature]*  
Lancaster County Attorney

The Board of County Commissioners of  
Lancaster, Nebraska

*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
**Hudkins Absent**

dated 3/19/10

**EXECUTION BY CONTRACTOR**

**IF A CORPORATION:**

**ATTEST:**

 (SEAL)  
Secretary

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

Name of Corporation  
100 Williams Drive, Ramsey, NJ 07446

(Address)

By:   
Duly Authorized Official  
Vice President, Market & Program Development

Legal Title of Official

**IF OTHER TYPE OF ORGANIZATION:**

Name of Organization

Type of Organization

(Address)

By: \_\_\_\_\_  
Member

By: \_\_\_\_\_  
Member

**IF AN INDIVIDUAL:**

Name

Address

Signature

# City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Deb Winkler Systems Administrator	Address	Purchasing\City & County 440 S. 8th St. Lincoln, NE 68508	Address
Email		Contact	Vince M. Mejer, Purchasing Agent	Contact
Phone	1 (402) 441-7410			Department
Fax	1 (402) 441-6513			Building
Bid Number	09-277 Addendum 2	Department		Floor/Room
Title	Cost-Per-Copy Services	Building		Telephone
Bid Type	RFP			Fax
Issue Date	12/04/2009	Floor/Room		Email
Close Date	12/30/2009 12:00:00 PM CST	Telephone	1 (402) 441-8314	
Need by Date		Fax	1 (402) 441-6513	
		Email	vmejer@lincoln.ne.gov	

## Supplier Information

Company	Konica Minolta Business Solutions Inc.
Address	5005 Russell Circle  Lincoln, NE 68507
Contact	
Department	
Building	
Floor/Room	
Telephone	1 (402) 464-0555
Fax	1 (402) 464-2030
Email	
Submitted	12/30/2009 10:13:27 AM CST
Total	\$0.00

Signature \_\_\_\_\_

Supplier Notes \_\_\_\_\_

Bid Notes \_\_\_\_\_

This is to notify you that RFP 09-277 for Cost-Per-Copy Services is available. Please prepare your written response and return to our office as noted in the RFP according to the specifications. Also, respond to the Attribute and Line Item sections of this electronic bid and submit before the closing date and time.

Bid Messages \_\_\_\_\_

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Proposers	I acknowledge reading and understanding the Instructions to Proposers.	Yes
2	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
3	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Contact	Name of person submitting this bid:	Matthew Moser
5	Proposal Submission	I have prepared and delivered/mailed to the City Purchasing Agent ten (10) copies of my proposal as requested in the Specifications.	Yes
6	Electronic Signature	Please check here for your electronic signature.	Yes
7	Renewal is an Option	Contract Extension Renewal is an option.	Yes
8	Bid Response Information	I acknowledge reading and understanding the Bid Response Information.	Yes
9	Performance Bond	I acknowledge that the Performance Bond in the amount of \$25,000 will be required with the signed contract upon award of this job.	Yes
10	Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid.  Reason: Attached Addendum No. 1.	Yes
11	Agreement to Addendum No. 2	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid.  Reason: Attached Addendum No. 2.	Yes

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**Line Items**

#	Qty	UOM	Description	Response
1	1	EA	This is to notify you that RFP 09-277 for Cost Per Copy Program. Please prepare your written response and return to our office as noted in the RFP specifications. Respond to the Attribute section (above) of this electronic bid and submit before the closing date and time. In order for this electronic notification to submit, enter a 0 for your response in this line item. YOU MUST RESPOND ELECTRONICALLY AND HAVE YOUR PROPOSAL RESPONSES TO THE PURCHASING OFFICE BEFORE THE RFP CLOSING DATE AND TIME.	\$0.00

Item Notes:

Supplier Notes:

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Response Total: \$0.00

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

OPTION 1

**SEALED RFP  
SPECIFICATION NO. 09-277**

Proposal OPENING TIME: 12:00 NOON  
DATE: Tuesday, December 30, 2009

The undersigned submitter, having full knowledge of the requirements of the owners for the listed project, Contract Documents and other terms and conditions of the request, agrees to provide the labor, certificate of insurance, unemployment compensation, performance and payment bonds, materials and equipment in strict accordance with the specifications as prepared by the owners for the consideration of the amount set forth in the following price schedule:

**PRICE SCHEDULE:**

**COST-PER-COPY PRICE (RFP) OFFER**

Prices listed shall be for all machines placed in categories 1 - 7 as described herein.

**BASE COPY OFFER: OPTION 1**

Cost-per-copy Offer: \$ 0.0155 /copy for digital - Black and White copy  
Cost-per-copy Offer: \$ 0.042 /copy for digital - Color copy

**VOLUME INCENTIVE:** If our combined cumulative monthly volume exceeds 1,300,000 b/w copies (Level provided by Proposer) the cost-per-copy shall be as follows: In the event the City / County exceeds 1,300,000 b/w prints per month; the City / County will receive a 10% discount. This discount would not apply to color prints.

Black and White Digital Copies: \$ \_\_\_\_\_ /copy  
Color Digital Copies: \$ \_\_\_\_\_ /copy

**ADDED VALUE OFFERS (i.e., color copies, faxes, etc):** In the event Konica Minolta is awarded the new contract; we will reduce the B/W CPC rate of \$0.0155 to \$0.013 per print which will be in effect March 1, 2010 to May 30, 2010.

**(Attach any alternate price proposals or enhancement to your "Price Schedule")**

**PHOTOCOPIER EQUIPMENT OFFER**

Category 1: Manufacturer: Konica Minolta Model: bizhub 222 C.P.M.: 22  
0-5M /mo. First Copy Speed: 5.3 seconds Amp Rating: 11.5A

List any enhancements to the specifications that should be taken into consideration during the bid analysis process:

Category 2: Manufacturer: Konica Minolta Model: bizhub 222 C.P.M.: 22  
5-15M/mo. First Copy Speed: 5.3 seconds Amp Rating: 11.5A

List any enhancements to the specifications that should be taken into consideration during the bid analysis process:

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

**Category 3:** Manufacturer: Konica Minolta Model: bizhub 282 / 362 C.P.M.: 28 / 36  
**15-30M/mo.** First Copy Speed: 5.3 / 4.8 seconds Amp Rating: 11.5A

List any enhancements to the specifications that should be taken into consideration during the bid analysis process:

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**Category 4:** Manufacturer: Konica Minolta Model: bizhub 421 C.P.M.: 42  
**30-50M/mo.** First Copy Speed: 3.6 seconds Amp Rating: 12A

List any enhancements to the specifications that should be taken into consideration during the bid analysis process:

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**Category 5:** Manufacturer: Konica Minolta Model: bizhub 501 C.P.M.: 50  
**50-70M/mo.** First Copy Speed: 3.2 seconds Amp Rating: 12A

List any enhancements to the specifications that should be taken into consideration during the bid analysis process:

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**Category 5:** Manufacturer: Konica Minolta Model: bizhub 601 C.P.M.: 60  
**70-100M/mo** First Copy Speed: 3.5 seconds Amp Rating: 16A

List any enhancements to the specifications that should be taken into consideration during the bid analysis process:

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**Category 6:** Manufacturer: Konica Minolta Model: bizhub 751 C.P.M.: 75  
**100M + /mo** First Copy Speed: 3 seconds Amp Rating: 16A

List any enhancements to the specifications that should be taken into consideration during the bid analysis process:

The bizhub 751 includes Mainframe Interface required for printing.

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**Additional Equipment/Price Offers:**

To be completed by Proposer, only if additional equipment is offered from the listed categories and specifications (i.e., color copiers, fax machines, etc.).

Konica Minolta has included (8) Jamex 6557 and (1) Jamex Coin Op units that will attach to refurbished digital equipment. Konica Minolta would continue to include supplies, including paper for these units as well as the 18% credit copies made on these units.

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**INTERLOCAL PURCHASING:** The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicated on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

YES     NO

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

**NOTE:** Provide (10) copies product literature on all machines proposed for the categories listed on this request.

**NOTE: RETURN 10 COMPLETE COPIES OF YOUR PROPOSAL AND SUPPORTING MATERIAL.  
MARK OUTSIDE OF PROPOSAL ENVELOPE AS FOLLOWS:  
SEALED RFP FOR  
COST PER COPY PROGRAM  
BID NO. 09-277**

The undersigned signatory of the proposer represents and warrants that he/she has full and complete authority to submit this offer to the owners, and to enter into a contract if this offer is accepted.

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

COMPANY NAME

100 Williams Drive

STREET ADDRESS or P.O. BOX

Ramsey, NJ                      07446

CITY, STATE

ZIP CODE

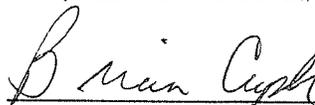
(201) 825-4000

TELEPHONE NO.

(201) 236-4353

FAX NO.

Email: cbdg@kmb.konicaminolta.us



BY (Signature)

Brian Cupka

Vice President                      (Print Name)

General Counsel and Secretary

(Title)

12/29/09

(Date)

Only the names of the firms responding to the RFP will be published on the date and time listed. All other information will remain confidential during the analysis process. Only the successful proposers offer will become a matter of public record after the contract award recommendation is public.