

**Amendment 4 – Contract Renewal  
State Term Contract 600-000-11-1  
Multifunction Products, Printers, Facsimile Equipment,  
Scanners, Related Software, Supplies, and Services**

**This Amendment** ("Amendment"), effective August 4, 2015, to the Multifunction Products, Printers, Facsimile Equipment, Scanners, Related Software, Supplies, and Services state term contract number 600-000-11-1 ("Contract") is effective between the State of Florida, Department of Management Services ("Department" or "Customer") and Konica Minolta Business Solutions USA, Inc. ("Contractor"). Department and Contractor are collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Contract, unless otherwise defined herein.

**1.0 CONTRACT RENEWAL**

The Department hereby executes its renewal option for a two-year period pursuant to Section 287.057(13), Florida Statutes. The new contract expiration date is August 3, 2017.

**2.0 CONFLICT**

To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control. All other terms of the Contract remain in full force.

**3.0 PUBLIC RECORDS**

Section 2.19, Public Records, is hereby replaced, with the following:

If, under this contract, the Contractor is providing services and is acting on behalf of the Department as provided under section 119.011(2), Florida Statutes, the Contractor, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

The Department may unilaterally cancel this Contract for refusal by the Service Provider to comply with this section by not allowing public access to all documents, papers, letters, or other material made or received by the contractor in conjunction with the contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and s. 119.07(1), Florida Statutes.

**4.0 RENEWAL SAVINGS/PRICE REDUCTIONS FORM**

The Contractor is required to submit one accurately completed Renewal Savings/Price Reductions form, incorporated by reference, for completion by an authorized representative of the Contractor, after the Contract renewal is executed, containing the discount savings offered to the

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State of Florida. The Renewal Savings/Price Reductions form shall be submitted electronically to the Department's Contract Manager.

**5.0 PREFERRED PRICE AFFIDAVIT REQUIREMENT**

The Department will provide the Preferred Pricing Affidavit, incorporated by reference, for completion by an authorized representative of the Contractor, after the Contract renewal is executed, attesting that the Contractor is in compliance with the best pricing provision in section 4(b) of the PUR 1000 form. The Contractor agrees to submit to the Department, at least annually, the completed Preferred Pricing Affidavit.

**6.0 EMPLOYMENT VERIFICATION (E-VERIFY)**

Pursuant to State of Florida Executive Order Number 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify eligibility of all new employees hired by the Contractor to work in the U.S. during the Contract term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify the eligibility of all new employees hired by the subcontractor to work in the U.S. during the Contract term.

**7.0 SCRUTINIZED COMPANY LIST**

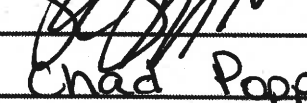
Pursuant to subsection 287.135(5), Florida Statutes, at the time a vendor submits a bid or before entering into a contract where the value exceeds \$1 million, the Bidder or Contractor must certify that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Pursuant to subsection 287.135(3)(b), Florida Statutes, Department may immediately terminate any contract for cause if the Contractor is found to have submitted a false certification under subsection 287.135(5), Florida Statutes, or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Contract.

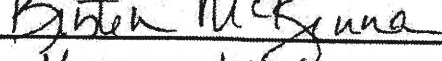
**8.0 WARRANTY OF AUTHORITY**

Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

State of Florida,  
Department of Management Services

By:   
Name: Chad Poppell  
Title: Secretary  
Date: 5/22/15

Konica Minolta Business  
Solutions USA, Inc.

By:   
Name: Kristen McKenna  
Title: State Contract Manager  
Date: 3/3/15

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Pursuant to subsection 287.135(5), Florida Statutes, at the time a vendor submits a bid or before entering into a contract where the value exceeds \$1 million, the Bidder or Contractor must certify that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

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State of Florida,  
Department of Management Services

By: 

Name: Chad Poppell

Title: Secretary

Date: 5/22/15

Toshiba America Business Solutions, Inc.

By: 

Name: Scott Maccabe

Title: President & CEO

Date: 3/10/2015

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State of Florida,  
Department of Management Services

By: 

Name: Chad Poppell

Title: Secretary

Date: 5/22/15

Xerox Corporation

By: Theresa M. Liuzzo

Name: Theresa M. Liuzzo

Title: Account General Manager

Date: 04-07-2015



### **5.32. Survivability**

Product placements made using the authority provided by this Contract will survive the Contract itself. Those Customers purchasing, or leasing the equipment will continue to receive ongoing service from the Successful Vendor at the agreed upon Contract rate through the term of their placement contract agreement. The Contract terms and conditions will survive the authorizing contract through that final term and any subsequent renewals and extensions.

Those Customers purchasing equipment will receive ongoing service from the Successful Vendor at the agreed upon Contract rate until the expiration of the Lease/Service Contract.

### **5.33. End of Life**

State Agencies and other eligible users are required to take active measures to securely sanitize or destroy the hard drive of the device prior to release to contractor.

Management of Equipment at end of life will be the responsibility of the Contractor. The end-of-life management program included in Respondent's Response must include the following:

- A historic commitment to end-of-life management of Equipment after consumer use
- Parts reuse and materials recycling systems
- A packaging return system
- An equipment take-back program
- Hard drive buy-out option

### **5.34. Electrical Connections, Surge Protectors and Telephone Lines**

It is recommended that all purchased and leased machines are connected to an external surge protector to protect their telephone, network and electronic components; this is in addition to any internal surge protector. Customers are not required to obtain surge protectors from the equipment vendor as at the time of solicitation surge protectors are available via STC 250-000-09-1.

### **5.35. Special Discounts/Promotions**

Respondents are requested to quote any special discounts or promotions offered for equipment whose end use is restricted (educational discounts etc.). Bidders should include full details on all required qualifications for the special discounts as well as the duration.

### **5.36. Quantity Discount**

Respondent may enter quantity discounts in the space provided in the price sheet or if space is insufficient, bidder may insert an additional tab listing such prices.

### **5.37. Trade-Ins**

The State reserves the right to offer used equipment in trade as part of the purchase price, in accordance with values in effect at the time the item is traded. Trade-in equipment is represented by the State "as is" and expresses no warranty as to its condition. In the event that no trade-in allowance is offered or the allowance has not been accepted, the State reserves the right to retain possession of the equipment at the option of the agency. Equipment for trade-in shall be picked up by the contractor at the point indicated in the agency's purchase order and shall be removed at contractor's expense.