

**PIGGYBACK AGREEMENT FOR MULTI-FUNCTION DEVICES AND RELATED  
SOFTWARE, SERVICES AND CLOUD SOLUTIONS**

**THIS PIGGYBACK AGREEMENT** ("Agreement") is entered into as of the Effective Date defined in Section 3A, below, by and between Polk County (the "County"), a political subdivision of the State of Florida, situated at 330 W. Church Street, Bartow, Florida 33830, and Konica Minolta Business Solutions U.S.A., Inc. (the "Vendor"), a New York corporation, 100 Williams Drive, Ramsey, NJ 07446, and whose Federal Employer Identification Number is 13-1921089.

**WHEREAS**, the County's Procurement Ordinance and Purchasing Procedures permit it to enter into piggyback purchasing agreements; and

**WHEREAS**, the County requires the services of a vendor who can provide multi-function devices and related software, services and cloud solutions; and

**WHEREAS**, the State of Colorado, acting by and through the National Association of State Procurement officials (NASPO) Value Point, contracted with the Vendor to provide multi-function devices and related software, services and cloud solution services pursuant to that certain Contract No. 187962 dated as of August 1, 2024 (as subsequently amended, the "Master Agreement") which those parties entered into upon NASPO award of RFP-NP-23-001 to Vendor for multi-function devices and related software, services and cloud solutions; and

**WHEREAS**, the Vendor has contracted through the NASPO Value Point Cooperative Purchasing Organization Participating Addendum with the State of Florida to provide multi-function devices and related software, services and cloud solutions pursuant to that certain Alternate Contract Source Number 44100000-24-NASPO-ACS dated August 7, 2024 (the "State of Florida Participating Addendum Agreement"); and

**WHEREAS**, the County and the Vendor have determined that the State of Florida Participating Addendum Agreement is an acceptable agreement upon which the County and the Vendor may establish a piggyback agreement.

**NOW, THEREFORE**, in consideration of the promises contained herein, the parties hereby agree, as follows:

1. **Recitals.** The above stated recitals are true and correct.
2. **Terms and Conditions; Conflict.** Except as otherwise stated herein, the terms and conditions of the State of Florida Participating Addendum Agreement shall form the basis of this Agreement, with the County having the rights, duties, and obligations thereunder. A true and correct copy of the State of Florida Participating Addendum Agreement is attached as Attachment "A" and incorporated herein. If any provision of this Agreement conflicts with any provision of the State of Florida Participating Addendum Agreement, then the terms, conditions, and provisions of this Agreement shall control.
3. **Supplemental Terms and Conditions.** The terms and conditions of the State of Florida Participating Addendum Agreement are hereby modified or supplemented, as

follows:

**A. Term.** The term of this Agreement shall commence on August 5, 2025 (the "Effective Date") and, unless sooner terminated pursuant to Section 3.D herein, shall continue until the first to occur of the following: (i) upon expiration or earlier termination of the State of Florida Participating Addendum Agreement (it being acknowledged and understood that the latest possible termination date for the State of Florida Participating Addendum Agreement, with all renewal options exercised, is July 31, 2029); or (ii) upon termination by the County, for any reason or no reason, following 30 days' written notice to the Vendor.

**B. Insurance.** The Vendor shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below.

Commercial General Liability covering premises operations, Independent Contractors, Products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence, \$2 million general aggregate, \$2 million Products and completed operations aggregate and \$50,000 and any one fire. If any aggregate limit is reduced below \$2,000,000 because of claims made or paid, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the Participating Entity, a certificate or other document satisfactory to the Participating Entity, showing compliance with this provision.

Cyber Liability covering claims and losses with respect to network, internet (Cloud) or other data disclosure risks (such as data breaches, releases of Confidential Information, unauthorized access/use of information, and identity theft) with minimum limits of not less than \$1,000,000 per claim and \$2,000,000 aggregate.

Comprehensive Automobile Liability Insurance. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

Workers Compensation. The Vendor shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes. The Vendor may also require its agents or subcontractors to provide their own workers' compensation insurance.

The Vendor shall provide the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences.

The County shall be included as an additional insured on General and Automobile Liability policies.

General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Polk County.

The commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Section C, below.

All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of VIII.

The Vendor's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the County.

In the event of any failure by the Vendor to comply with the provisions of this Section B, the County may, at its option, upon notice to the Vendor suspend Vendor's performance of the Services for cause until there is full compliance. Alternatively, the County may purchase such insurance at the Vendor's expense, provided that the County shall have no obligation to do so and if the County shall do so, the Vendor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

**C. Indemnity.** Vendor, to the maximum extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold the County, and its officers, employees and agents harmless from and against any and all, third party claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, reasonable attorneys' fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) pertaining to the death of or bodily injury to any person, or damage to any tangible property, arising out of or resulting from (i) the failure of Vendor to comply with applicable laws, rules or regulations, (ii) the material breach by Vendor of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of products manufactured by the Vendor, the scope of Vendor's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct in the performance of its obligations hereunder, of Vendor, its professional associates, subcontractors, agents, and employees provided, however, that Vendor shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's negligence. Vendor's indemnification and defense obligations under this section are conditioned upon County: (i) promptly notifying Vendor of any claim in writing; (ii) cooperating with Vendor in the defense of the claim; and (iii) granting Vendor sole control of the defense and settlement of the claim, provided any settlement that would impose any monetary or injunctive obligation upon County shall be subject to its prior written approval and shall unconditionally release County of all liability. Vendor shall not be relieved of its indemnification obligations herein for County's failure to comply with such requirements, except to the extent that Vendor has been prejudiced by County's actions or inactions with respect to section C(iii), Vendor shall pay infringement claim defense costs, Vendor-negotiated settlement amounts, and damages finally awarded by a court. If Vendor determines that any Services, or Deliverables infringe

or are reasonably likely to infringe any third-party's intellectual property rights, it shall have the right, in its sole discretion and as County's sole remedy, to procure for County the right to use the infringing intellectual property on the same terms as contained in the Agreement, modify the infringing intellectual property so as to make it non-infringing while retaining substantially equivalent performance, replace the infringing intellectual property with non-infringing substantially equivalent intellectual property, or refund a pro rata portion of the amounts paid by County under the Agreement.

**D. Force Majeure.** Except for the obligation to make any payments due hereunder, either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take commercially reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

**E. Default and Remedy.** If Vendor materially defaults in its obligations under this Agreement, then the County shall have the right to (i) terminate this Agreement by delivering written notice to Vendor and providing Vendor with an opportunity to cure such breach within 30 days of receipt of such notice, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If the County materially defaults in its obligations under this Agreement, then Vendor shall have the right to (i) terminate this Agreement by delivering written notice to the County and providing County

with an opportunity to cure such breach within 30 days of such notice and to seek payment from County for those services Vendor has provided but for which has not yet been paid, and (ii) pursue any and all remedies available in law, equity, and under this Agreement.

**F. Attorneys' Fees and Costs.** In connection with any dispute or any litigation arising out of, or relating to this Agreement, each party shall be responsible for its own legal and attorneys' fees, costs and expenses, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

**G. Dispute Resolution.** Notwithstanding anything in the State of Florida Participating Addendum Agreement to the contrary, there shall be no arbitration of any dispute arising or pertaining to this Agreement. The parties shall resolve all such disputes via voluntary and non-binding mediation or negotiation.

**H. LIMITATION OF LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY A PARTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE. EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, VENDOR'S TOTAL AGGREGATE LIABILITY TO THE COUNTY ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH LIABILITY MAY BE BASED (INCLUDING TORT, CONTRACT OR INDEMNIFICATION), SHALL NOT EXCEED THE TOTAL PAYMENTS MADE BY THE COUNTY TO VENDOR FOR THE PRODUCTS AND SERVICES IN QUESTION IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST OCCURANCE OF THE EVENT GIVING RISE TO SUCH LIABILITY.

**I. Governing Law.** This Agreement shall be governed in all respects by the Laws of the State of Florida, without regard to conflicts of the laws principles.

**J. Venue.** Any litigation with respect to this Agreement shall be brought and prosecuted only in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

**K. Notice.** All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing, and shall be, as elected by the person giving such notice, hand delivered by nationally recognized messenger or by courier service, or mailed by registered or certified mail, return receipt requested, and addressed, as follows:

If to the County: Polk County Information Technology Division  
Attention: Information Technology Director  
330 W. Church St.  
Bartow, FL 33831

If to Vendor: Konica Minolta Business Solutions U.S.A., Inc.  
Attention: Sunny Kim  
1595 Spring Hill Road, Suite 140  
Vienna, VA 22182

**L. Non-exclusive Agreement.** This Agreement does not grant the Vendor the exclusive right to provide the County multi-function devices and related software, services and cloud solutions during the Agreement term. The County may utilize its own personnel to perform such services or it may employ other vendors or contractors to provide such services.

**M. Public Records Law.**

(a) The Vendor acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Vendor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Vendor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Vendor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Vendor does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all

public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of this Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of this Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

**(c) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**RECORDS MANAGEMENT LIAISON OFFICER**

**POLK COUNTY**

**330 WEST CHURCH ST.**

**BARTOW, FL 33830**

**TELEPHONE: (863) 534-7527**

**EMAIL: RMLO@POLK-COUNTY.NET**

**N. Scrutinized Companies and Business Operations Certification; Termination.**

A. Certification(s). (i) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Vendor further certifies to the County as follows:

(a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. **Termination.** In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

O. **No Construction Against Drafter** The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

P. **Public Entity Crimes.** The Vendor declares and warrants that neither the Vendor nor any of the Vendor's affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Vendor or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Vendor shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

Q. **Revised 508 Standards.** If the Vendor provides any information or communication technology ("ICT") or provides any custom ICT development services as part of this Agreement, the Vendor shall ensure the ICT fully conforms



to the applicable Revised 508 Standards (29 USC §794d.) prior to delivery and before final acceptance.

**R. Unauthorized Alien(s)**

The Vendor shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a) and a cause for the County's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the County, the Vendor shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

**S. Employment Eligibility Verification (E-VERIFY)**

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be

awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

**T. Entire Agreement.** This Agreement sets forth the entire understanding and agreement between the parties. This Agreement may only be modified or changed in writing, and such modifications and changes signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

STACY BUTTERFIELD  
CLERK OF THE BOARD

Polk County, a political subdivision  
of the State of Florida

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
T. R. Wilson, Chairman

Date Signed By County \_\_\_\_\_

Reviewed as to form and legal sufficiency:

Bookman 9/19/2025  
County Attorney's Office Date

ATTEST:

Konica Minolta Business Solutions U.S.A., Inc.  
a New York corporation

By: Stephen J. Herbes  
Corporate Secretary

By: Kristen McKenna

Stephen Herbes  
[Print Name]

Kristen McKenna  
[Print Name]

Date: 9/23/2025

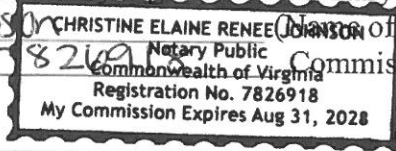
VP, Government & Healthcare Contracts  
[Title]  
Date: 9.23.25

SEAL

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF Virginia County OF Fairfax  
 The foregoing instrument was acknowledged before me by means of ☒ physical presence  
 or ☐ online notarization this 9.23.25 (Date) by Kristen McKenna (Name  
 of officer or agent) as VP Gov't & Health Care Contracts (title of officer or agent) of the  
 Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her  
 by the Corporation. He/she personally appeared before me at the time of notarization, and  
☐ is personally known to me or ☒ has produced Driver's License as  
 identification and did certify to have knowledge of the matters stated in the foregoing  
 instrument and certified the same to be true in all respects. Subscribed and sworn to (or  
 affirmed) before me this 9.23.25 (Date) [Signature]  
 (Official Notary Signature and Notary Seal)

Christine Johnson Notary typed, printed or stamped)  
 Commission Number 7826918 Commission Expiration Date 8/31/28



## AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: PB 25-621, Managed Print Services

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONSULTANT WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONSULTANT OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Konica Minolta Business Solutions USA, Inc.

Signature: Kristen McKenna

Title: Vice President, Government & Healthcare Contracts

Date: 9.23.25

State of: Virginia

County of: Fairfax

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23 day of September, 2025, by

Kristen McKenna (name) as VP, Gov't & Healthcare Contracts (title of officer) of

Konica Minolta Business Solutions (entity name), on behalf of the company, who ☒ is

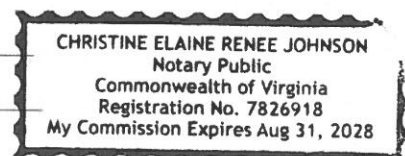
personally known to me or ☒ has produced driver's license as identification.

Notary Public Signature: [Signature]

Printed Name of Notary Public: Christine Johnson

Notary Commission Number and Expiration: 7826918

(AFFIX NOTARY SEAL)



**Affidavit Regarding the Use of Coercion for Labor or Services**

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Polk County, a political subdivision of the State of Florida.

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I currently serve as an officer or representative of the Nongovernmental Entity.
3. The Nongovernmental Entity does **not** use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I Kristen McKenna, VP, Gov't & Healthcare Contracts (Signatory Name and Title), declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true.

Further Affiant sayeth naught.

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

Kristen McKenna  
SIGNATURE

Kristen McKenna  
PRINT NAME

VP, Government & Healthcare Contracts  
TITLE

9.23.25  
DATE