



Sourcewell Contract #090320-KON

## The Village of North Aurora

**Submitted by:**

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and

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**Submitted Date:**

3-14-2025

# Executive Summary

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## Introduction and Background

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Konica Minolta Business Solutions U.S.A., Inc. (Konica Minolta) is delighted to present this Proposal for Document Imaging Services ("Proposal") in response to the request of The Village of North Aurora for paper document scanning.

- Community Development Files

This Proposal outlines Konica Minolta's comprehensive analysis and tailored recommendations to document scanning for the Village of North Aurora.

Konica Minolta stands at the forefront of content management, technology optimization, and cloud services. Our innovative solutions are engineered to assist organizations in enhancing their speed to market, managing technology costs effectively, and facilitating seamless information sharing to boost overall productivity.

At the core of our services is the Konica Minolta Intelligent Information Management (IIM) division. This division specializes in crafting tailored roadmaps that stem from collaborative process analysis. We focus on deploying cutting-edge solutions and employing robust support tools. Our services are geared towards managing content efficiently, bolstering security, integrating seamlessly with core business systems, transitioning from legacy systems, and driving process acceleration through intelligent and robotic process automation.

Konica Minolta's solutions are adept at capturing and distributing documents in various formats. We streamline document routing through automation, ensure compliance adherence, and maintain rigorous records management. Our technologies are designed to expedite the flow of information, rein in costs, and enhance the productivity of all essential business processes. With Konica Minolta, organizations are equipped to navigate the complex landscape of modern information management with ease and efficiency.

## Intelligent Information Management

Hyper-Automated Focused Solutions



### Implementation - Support - Customer Success - Loyalty

At Konica Minolta, we specialize in leading our clients through the evolving landscape of digital transformation. From advanced business process outsourcing to dynamic content management, our approach is rooted in a deeply consultative process. We work hand in hand with our clients to identify and understand their unique challenges and needs.

This collaborative journey involves co-authoring a comprehensive plan that outlines the most suitable platform and services tailored to the client's objectives. Our goal is to provide a clear and strategic pathway to achieve these goals, leveraging our expertise in digital transformation solutions. With Konica Minolta, clients are not just adopting new technology; they are embarking on a transformative journey that is meticulously planned and executed to meet their specific business needs.

The world runs on innovation. We shape it.

## Solution Assessment Review

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### Current State

The Client currently oversees a diverse array of documents in hard copy format, stored either in traditional file cabinets or organized within boxes. Depending on the nature of the documents managed by the Client, the proposal addresses specific document types.

This Proposal specifically addresses the following types of documents:

- Community Development Files
- Large Format Flat File

### Desired Outcome

The transition to digitization offers a multitude of benefits, key among them being the significant reduction in time and effort required to retrieve records. This efficiency gain is particularly

valuable for senior knowledge workers, who rely heavily on quick and easy access to vital information for their day-to-day tasks. Digitization mitigates the common issues of lost or misfiled files, ensuring a more reliable and organized system of record keeping.

Furthermore, digitization facilitates the long-term archival of documents, providing a secure and sustainable solution for preserving important records. Additionally, the responsiveness to external requests for information is greatly improved, as digital records can be accessed and shared much more rapidly than their physical counterparts. Overall, the shift to a digitized system not only streamlines internal processes but also enhances the overall service delivery to external stakeholders.

# Project Estimated Pricing Summary

## Imaging Services Estimated Extended Pricing

The Client is currently managing a substantial backfile of hardcopy documents, estimated to encompass over 415,672 images. The details of these documents are outlined below.

The pricing estimates for this project are derived from the number of images as assessed by Konica Minolta during an on-site evaluation, further refined through subsequent telephone clarifications.

Billing for the Client will be based on the actual number of pages processed, adhering to the unit pricing specified below. This approach ensures transparency and accuracy in billing, aligning with the actual scope of work undertaken.

### Summarized Extended Backfile Cost

Project Name	Images	Documents	Extended Estimated Price
Community Dev Files	371,250	15,836	\$41,209
Community Dev Files – Large Format	3,948	-	\$6,238
Totals:			\$47,447

Packing, Transportation and Destruction Pricing*	Estimated Cost
White-glove packing service transportation and supplies – Estimate assumes 1 Trip, picking up 137 boxes that will be near an exit door or on a loading dock for loading.	\$4,265
Destruction/Shredding – Estimate assumes 137 boxes weighing 30 pounds each at a cost of 25¢ per pound to shred	Included

## Key Dates

The key dates outlined below represent an initial schedule, established through mutual agreement between the Client and Konica Minolta. It's important to recognize that these dates are preliminary and may be subject to adjustments as the project progresses.

Description	Target Date
Proposal Execution	3/15/2025
Purchase Order Delivery (if necessary)	TBD
Project Kickoff Call/Meeting	3/21/2025
Pack/Ship	TBD
Initial Delivery, Review and Client Sign-off	TBD
Final Delivery	TBD

Any changes to this schedule will be approached collaboratively. Both Konica Minolta and the Client will engage in discussions, review the proposed adjustments, and mutually agree upon any revisions. This process ensures that both parties are aligned and that any modifications to the schedule are made with full transparency and consideration of the project's requirements and constraints.

Following the formal acceptance of this Proposal and the receipt of a Purchase Order (if required), Konica Minolta will commence the digital conversion process as outlined. The initial step involves the creation of a project plan and schedule, a process expected to take approximately one to two weeks. This plan will be developed in close cooperation with the Client, forming a key part of the project initiation phase. The timeline for this planning phase is contingent on the availability of necessary resources.

It is essential for both Konica Minolta and the Client to recognize the importance of consistency in the Implementation Process. Interruptions or delays in this phase can result in significant costs and inefficiencies. Therefore, collaboratively developing a feasible and effective plan is crucial for ensuring a smooth and uninterrupted process. This collaborative approach is vital not just for the planning phase but for the entire project, as it lays the foundation for the successful execution and completion of the digital conversion project.

Please initial here if a PO is required for billing purposes: \_\_\_\_\_

## Why Choose Konica Minolta?

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Konica Minolta strongly recommends that the Client considers entrusting their document imaging needs to our expert team. With our services, documents will be scanned, indexed, and seamlessly integrated into the Client's preferred retrieval solution. The advantages of partnering with Konica Minolta for these services are manifold:

- **Proven History:** Over three decades, Konica Minolta has consistently provided top-tier imaging services to a diverse range of organizations, establishing a track record of excellence and reliability.
- **Unparalleled Quality:** Our proprietary quality assurance systems, some of which are licensed to other capture companies and clients, stand testament to our commitment to quality. These automated systems allow us to incorporate additional quality steps without imposing extra costs - a benefit often not available with other BPO centers.
- **Efficient Speed:** Our capability to execute the capture and delivery processes within a highly compressed timeframe sets us apart, ensuring that your organizational workflow remains uninterrupted.
- **Competitive Cost:** We offer exceptional price-performance value, balancing high-quality service with cost-effectiveness, underscored by our commitment to delivering projects on time and within budget.
- **Geographic Reach:** With processing facilities strategically located across the country, we are uniquely positioned to serve clients nationwide, offering convenience and accessibility.
- **Dedicated Project Management:** Each project is overseen by a dedicated Project Manager, ensuring a personalized, consistent, and high-quality service from start to finish.

In addition to these benefits, Konica Minolta is well-equipped to manage ongoing, go-forward imaging work. This includes working collaboratively with the Client to establish an internal imaging operation tailored to their specific needs. Our services offer flexibility in scheduling, with options for weekly, monthly, quarterly, or annual operations, aligning perfectly with the business requirements of the Client.

Clients should consider contracting with Konica Minolta for their go-forward imaging needs due to significant factors such as equipment and labor costs, as well as the nuances of training and management. Managing these aspects in-house can be a substantial undertaking, both financially and operationally. Konica Minolta alleviates these burdens by offering a streamlined, efficient solution that reduces overheads and eliminates the need for extensive training and management of internal resources. Our expertise and infrastructure in document imaging allow clients to focus on their core business activities, confident in the knowledge that their imaging needs are in capable hands.



## Project Specifications - General

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The processes listed below will be utilized for all projects under this Proposal, subject to Client and Konica Minolta approval or adjustment. The project scope-of-work will be agreed upon during the Kickoff meeting.

- There will be one person at Client and one person at Konica Minolta who will be responsible for the logistics and transportation of the documents.
- Shipping will be billed as incurred.
- Konica Minolta will scan documents at 300 DPI.
- All documents will be captured in black and white.
- Autorotation will be applied to all images. This automated page orientation function will attempt to orient the page based on text detected. Autorotation does not guarantee a 100% correct orientation of every page scanned.
- All data and images will be thoroughly tested via software to ensure all the images associated with the database are viable and uncorrupted.
- Destination document repository:
  - SharePoint
- KM will deliver text searchable multi-page PDF files with file naming convention. Please note that OCR cannot be applied to images larger than 11"x17"
- All data deliveries will be made via Secure FTP (SFTP) unless specified otherwise in this Proposal.
- For projects that have double-sided (duplex) pages, Konica Minolta will apply a 3% threshold unless Enhanced Quality Control is selected.
- Konica Minolta performs a proprietary post-process review that identifies and corrects possible "piggy-back" documents. Piggy-back documents occur when a barcode slip sheet is not detected by the scanner resulting in two files being combined. This condition effectively loses the second document, making it almost impossible to find post-scan.
- Konica Minolta provides a scan-on-demand service to provide access to documents while they are in the capture process.
  - Konica Minolta provides a secure, hosted repository for access to images/data during document processing and prior to ingestion into the document management system.
  - User IDs will be issued based on the instructions provided by the Client's project team leaders.
  - Documents will be accessible within two (2) business hours of the request, or, upon special arrangement between the Konica Minolta project manager and the Client's project manager, if access is required outside of normal business hours, Monday through Friday from 8:00 a.m. to 5:00 p.m. EST.
  - Requests more than four (4) per day are subject to a charge of \$35 each, at the discretion of the Konica Minolta project manager. After-hours retrieval will be charged at a rate of \$150 per request.
- Konica Minolta has a robust IIM software and SharePoint professional services practice and has resources available to engage with Client to provide services associated with the ingestion of the images into their IIM software or SharePoint. These services are billable at the then current Professional Services rates.



## Project Specification

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The project specifications listed below will be reviewed and agreed upon during a document review.

- The files contain a combination of single-sided (simplex) and double-sided (duplex) pages. For purposes of this Proposal, it is assumed that the percentage is 15% duplex.
- Document preparation will consist of the removal of staples, taping-up of post it notes on separate sheets, application of bar-coded slip sheets, and the extraction and recording of index values.
- It is estimated that there is an average of 25 images per document.
- The files contain primarily 8½" X 11" pages but may contain 8½" X 14" pages. The documents will be indexed on 1 value:
  - Full Address
    - The address is listed on the folder tab and will be indexed exactly as it appears.
- Regular Format File Naming Convention:
- Large Format Files Naming on Convention:
  - Please not any large format found within a folder will be named exactly as the folder tab but with LF added so you know these are associated with the regular format images.
- The files contain a mixture of black and white (bitonal) and color pages. Color items will be captured as bitonal, gray scale, color.

## White-Glove Packing

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The Client has the option to oversee the transportation and logistics involved in relocating their boxes for scanning to the Konica Minolta processing facility. However, should the Client opt for Konica Minolta's comprehensive 'white glove' packing and transportation service, we offer a suite of specialized services designed to ensure the safe, secure, and efficient handling of your documents:

- **On-Site Inventory and Box Labeling:** Our team will conduct a thorough inventory at your site, labeling each box for accurate tracking and identification.
- **Management of Un-shelving and Loading for Transportation:** We take responsibility for carefully un-shelving and loading the boxes, ensuring that they are securely prepared for transit.
- **Creation of Box-Level Manifests:** For each box, we will create detailed manifests that include the box number and the first and last folder tab, providing clear documentation for easy reference.
- **Detailed Chain-of-Custody Form:** We provide a comprehensive chain-of-custody form to track the movement of your documents from your premises to our processing facility, maintaining the integrity and security of your records throughout the process.

Below, you will find a detailed presentation of the range of services offered by Konica Minolta in this regard, along with the associated costs. Our aim is to provide a transparent and flexible service package that meets your specific needs, ensuring that your documents are handled with the utmost care and professionalism throughout their journey to our processing facility.

## Transportation

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When Konica Minolta is engaged to facilitate the packing and transportation of documents, we ensure a secure and efficient process:

- **Secure Transportation:** In cases where Konica Minolta is responsible for transportation, documents will be conveyed to our processing center using a secure cargo truck. We emphasize security throughout transit; our drivers are instructed not to make additional pickup stops and to never leave the truck unattended.
- **Manifest Review and Sign-off:** Before transportation commences, both the Client and Konica Minolta will collaboratively review and sign off on the final manifest, ensuring complete agreement on the contents being transported. Copies of this signed manifest will be retained by both parties.
- **Verification Upon Arrival:** Upon arrival at the Konica Minolta processing center, the manifest is thoroughly reviewed to confirm that all contents are accounted for. Each document container is then meticulously logged into the Konica Minolta batch/container management system. This enables effective tracking of each document throughout the capture process and eventual return.

As a reference for the pricing structure, the attached Konica Minolta White Glove Pack and Ship Specifications document outlines the details of our service. It's important to note that the quoted price is based on the conditions detailed in this document and may be subject to revision should the actual packing and shipping conditions deviate from those specified.

## Processing Center Receipt and Tracking

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Konica Minolta's storage facilities offer a highly secure environment for your documents throughout their processing lifecycle. Our storage protocol includes:

- **Secure, Climate-Controlled Storage:** All boxes are stored in a secure, climate-controlled area within our controlled and monitored staging area. This ensures the preservation of document integrity against environmental factors.
- **Controlled Access During Processing:** During the scanning and data entry stages, documents are kept in a production area with restricted access, ensuring that only authorized personnel handle your documents.
- **Rigorous Chain-of-Custody Procedures:** Throughout the production life cycle at the Konica Minolta processing center, we adhere to stringent chain-of-custody procedures. These include:

- **Employee Signoffs:** Our process involves meticulous signoffs by employees at each stage of acceptance and transfer of records. This protocol ensures accountability and traceability throughout the document handling process.
- **Control and Security of Records and Data:** We maintain strict control over the records and data during the entire conversion process. This is to ensure that there is no unauthorized copying or disclosure of documents or data, except for necessary communications related to technical details or staff inquiries during the conversion process.

The procedures we have in place are designed to provide the utmost security and confidentiality for your documents, assuring you that your data is handled with the highest level of care and professionalism throughout its time at our facility.

## Disaster Recovery

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Understanding the criticality of data recovery in the aftermath of a disaster for the resumption of business operations, Konica Minolta offers an optional service to enhance your disaster preparedness. We provide an ANSI standard Archival CD Copy of your data, which is securely stored at our facility, aligning with stringent disaster recovery standards.

The choice of CDs for archival masters is deliberate, as the ANSI standard ensures backward compatibility with CD readers. This is a crucial factor, as it mitigates the risk of data inaccessibility due to technological obsolescence – a challenge commonly associated with DVDs. This forward-thinking approach ensures that your data remains accessible and recoverable over time.

Included in our service offering is the option for a second master CD copy, along with the provision for annual disaster recovery storage at our facility. Pricing for these additional services is detailed below, providing a comprehensive solution for safeguarding your critical data against unforeseen disasters. With Konica Minolta, you can be assured of a robust and reliable disaster recovery strategy, vital for the continuity and resilience of your business.

## Image Delivery and Ingestion

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Konica Minolta recognizes the utmost importance of accurately ingesting documents into Share Point for the success of the project. Our process is comprehensive and is designed to ensure seamless integration of captured documents into the client's system.

Initially, the completed batches are prepared for ingestion. This involves exporting these batches with a specifically formatted data file -- that is compatible with <<target software>>. This file format is essential as it allows for efficient and error-free unattended software sweeps or manual image imports, aligning the images with their indexed information captured during the process.

To maintain data integrity during transfer, these images and their corresponding ingestion file are then compressed into a single file. This step is crucial in preventing corruption of individual images or data files during the Secure FTP (SFTP) transfer.

Once the compression is complete, these batches are delivered to the designated SFTP site through an automated process. Upon successful delivery, notifications are sent to the ingestion team, signaling readiness for the next phase. Each step of this process includes rigorous validation of image and document counts, ensuring completeness and accuracy.

Post-delivery, the steps include downloading the compressed files delivered by the BPO Processing Center, extracting them to a predetermined location on the SharePoint server, and subsequently ingesting the images and index information into SharePoint.

To further mitigate the risk of data loss, Konica Minolta has implemented automated processes at both the delivery and ingestion stages. These processes ensure that all deliveries are thoroughly accounted for and ready for retrieval.

## Professional Services

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During a capture project, clients may find the need for services that extend beyond the initial scope. Konica Minolta is equipped to accommodate such requirements, ensuring that each project is tailored to meet the specific needs of our clients. These additional services can include but are not limited to:

- The design and development of custom import formats tailored to the client's specific data management system, ensuring seamless integration and processing.
- Comprehensive Project Management services, which encompass scheduled periodic status meetings to keep all stakeholders informed and aligned on project progress and developments.
- Specialized handling of client-provided data which may require initial or ongoing manipulation, reformatting, or other alterations to make it suitable for the capture process.

If such services are recognized as necessary either during the initial project estimation phase or post-estimation, they will be duly noted in the section below. Should these needs arise at the project initiation stage, a Change Control process will be implemented.

## Post Delivery Data Purge

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Konica Minolta adheres to a strict policy regarding the handling of client data following the completion of a project. Specifically, all client data, including any files stored on our Secure File Transfer (SFTP) site, is scheduled for deletion sixty (60) days after the successful delivery of the digitized content to the client.

Given this policy, it is crucial for clients to promptly address any issues related to the delivery of their digitized content. We encourage clients to thoroughly review all delivered materials and communicate any concerns or discrepancies well before the 60-day deadline. This proactive approach ensures that any necessary adjustments or corrections can be made while the data is still retained on our servers.

This policy is in place to uphold data security and confidentiality standards, ensuring that client data is not stored beyond the necessary timeframe. Konica Minolta is committed to maintaining the highest levels of data privacy and security, and this purge policy is a key aspect of our commitment to protecting client information.

Client Initials Acknowledging Data Purge Timing: \_\_\_\_\_

## Box Disposition

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Upon completion of the document processing, Konica Minolta offers several flexible options for the disposition of the physical documents, catering to the specific needs and preferences of our clients:

- **Return of Documents:** Post-processing, the documents can be returned to the client's office. This option allows clients to retain physical copies of their documents after digitization.
- **Complimentary Short-Term Storage:** Konica Minolta provides a complimentary storage service for up to thirty (30) days following the delivery of digitized data. As documents are processed and digitized on a rolling basis throughout the project, each box's 30-day QA and destruction cycle commences from its respective completion and delivery date.
- **Authorized Document Shredding:** With this option, Konica Minolta is authorized to securely shred all original documents related to the project(s) thirty (30) days after the delivery of the completed work. This shredding process is also conducted on a rolling basis, aligned with the completion and delivery of each box.
- **Issuance of Destruction Certificate:** Following the shredding of documents, Konica Minolta will issue a certificate of destruction as confirmation. This serves as a record of the secure and compliant disposal of the documents.
- **Extension of Storage Period:** If the client requires an extension beyond the initial thirty (30) day period for QA testing or other purposes, they are requested to notify Konica Minolta at least seven (7) days prior to the scheduled destruction date. This notification will put a hold on the destruction process for the content in question.
- **Long-Term Storage at Prevailing Rate:** Should there be a need for storage beyond the complimentary thirty (30) days, Konica Minolta can accommodate this request. The documents will continue to be stored, with charges applied at the current storage rate.

Each of these options is designed to provide clients with the flexibility and security they need in managing their physical documents post-digitization, ensuring a solution that best fits their business requirements and operational workflows.

## Destruction Services

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Konica Minolta offers various document destruction methods to accommodate the specific requirements of our clients, ensuring both security and compliance:



- **In-house Shredding for Small Batches:** Suitable for smaller volumes of documents, Konica Minolta's in-house staff conduct shredding tasks using a P-4 rated shredder. This level of security exceeds the requirements stipulated by HIPAA, ensuring that sensitive information is destroyed in a highly secure manner.
- **In-house Third-party Shredding for Large Volumes:** For extensive destruction needs, typically associated with backfile capture projects, Konica Minolta partners with a high-capacity mobile destruction service. This service involves shred trucks from our partner performing the destruction on-site at the Konica Minolta BPO processing center. This method is especially efficient for large-scale shredding tasks, providing convenience and security.
- **External Third-party Shredding for High-Volume Needs:** In scenarios where the volume of documents for destruction is exceptionally high, Konica Minolta may opt to transport these documents to our partner's facility for destruction. This method is utilized under specific conditions where off-site destruction is more feasible.

In all cases, the shredded materials are responsibly recycled, aligning with our commitment to environmental sustainability. Upon the completion of the shredding process, Konica Minolta provides the Client with a detailed destruction certificate. This certificate lists all the boxes that have been destroyed, serving as a formal record of the secure disposal of documents.

These varied destruction options ensure that Konica Minolta can effectively cater to the diverse needs of our clients, whether dealing with small, large, or high-volume batches, while maintaining the highest standards of security and compliance.

## Security

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At Konica Minolta, we place paramount importance on security in every aspect of our data and document handling processes. Our comprehensive security measures are designed to provide peace of mind and assure clients of the utmost protection of their sensitive information throughout the capture process.

**Facility Security:** Understanding that facility security is a primary concern for our clients, we have implemented robust security protocols. Our buildings are equipped with secure-card access control systems, ensuring that only authorized personnel can enter the premises and the operations areas. This level of security extends to all phases of the document capture process, safeguarding client documents at every step.

**Surveillance and Device Control:** To enhance our security measures, we employ continuous video surveillance. This includes digitally recorded monitoring of all office entrances, exits, and the operations area. We also enforce strict policies regarding personal technology devices; items such as cell phones and USB devices are not permitted within the operations area. This measure is crucial in preventing unauthorized data access or breaches.

**Data Center and Server Security:** The data center, situated within the operations area, is protected by a robust firewall. We do not engage in web hosting or FTP services through our servers, further minimizing the risk of external threats.

**Data Backup and Fail-Over Mechanisms:** Recognizing the importance of data integrity, Konica Minolta implements fail-over capabilities. We create snapshots of our main server every fifteen minutes, ensuring that client data is consistently backed up. Additionally, all paper documents are retained on-site until all quality assurance steps are complete and the original documents are no longer needed for verification purposes. Weekly server backups are conducted, with the backups stored securely off-site.

**Adherence to Industry Standards and Confidentiality Agreements:** Serving clients from various sectors, including government, education, medical, financial, and legal industries, we adhere to the specific standards required by these communities. Every employee at Konica Minolta is required to sign a confidentiality agreement, acknowledging the sensitive nature of the information processed and understanding the legal implications of failing to comply with our stringent confidentiality policies.

These layers of security protocols at Konica Minolta are testament to our commitment to safeguarding client data and documents, ensuring that they are secure and protected throughout the capture and processing phases.

## Change Control Process

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At Konica Minolta, we understand that project requirements can evolve over time, necessitating adjustments to job specifications. To efficiently manage and communicate these changes, we have instituted a structured Change Control Process. This process is detailed in an accompanying document, designed to facilitate modifications to project specifications in a controlled and systematic manner.

The Change Control Process at Konica Minolta is more than just a procedural formality. It serves as a vital tool for maintaining project integrity and alignment between all parties involved. When a change is proposed or identified, this process kicks in to assess and document the potential impacts on various aspects of the project. These include, but are not limited to, adjustments in project costs, resource allocation, and timelines. The process ensures that any alterations are thoroughly evaluated and agreed upon before implementation.

A key feature of our Change Control Process is the requirement for formal documentation and approval. Any proposed changes are meticulously outlined, along with their implications for the project. This document is then reviewed and signed by representatives from both the Client and Konica Minolta, ensuring mutual agreement and understanding of the revised project scope and parameters.

Our Change Control Process underscores Konica Minolta's commitment to flexibility and collaboration, ensuring that project adaptations are managed efficiently and transparently, always with the client's best interests in mind.



## Price List

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Service and Description	Unit Pricing
Scanning at 300 DPI (per image)	7¢
Large Format Scanning at 300 DPI Bitonal	\$1.58
Slip Sheet Printing (per document)	3.1¢
Indexing (per key stroke)	1¢
Document Preparation (per hour)	\$30
OCR (per image)	.5¢
Enhanced Quality Control (per hour) each box is about 30 minutes	\$40
Image/Index QA and Publication, including Delivery Media Master (per GB)	\$75

## Proposal Acceptance

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This Proposal, and the pricing contained herein, is valid for a period of thirty (30) days from the date stated on the cover page.

## Controlling Document

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This Proposal is subject to the terms and conditions contained in the attached Scanning Services Agreement.

## Acceptance

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I have read and understand the terms and conditions set forth in this Proposal. As a duly authorized representative of Client, I hereby accept this Proposal on behalf of Client.

I further understand that this Proposal and the governing Scanning Services Agreement constitute the complete and exclusive statement of the agreement between the parties related to the subject matter contained herein, and all prior agreements for these services verbal or written are superseded. Any changes to the scope of work specifications following signature of this Proposal are subject to the Change Control Process.

## Customer Selections

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Please check below product/service to be acquired:

Yes	No	Product and/or Service
X		Backfile Capture - Listed document classes estimated at \$47,447
X		White Glove Packing and Transportation – estimated at \$4,265

Please check below any additional services that you would like Konica Minolta to provide with respect to this project:


- ☐ Master Archival CDs
- ☐ CD copies (See Disaster Recovery Section above.)
- ☐ Annual disaster recovery storage at Konica Minolta facility (See Disaster Recovery Section above.)
- ☐ Box Disposition (Check the option below)
  - ☐ Return documents to Client.
  - ☐ Store for thirty (30) days following data delivery then, in the absence of a request to hold, destroy. Extended Storage (\_\_\_\_\_ days).

## Signatures

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AGREED AND ACCEPTED by an authorized representative of each party.

### The Village of North Aurora Approval

Village President MARK GARRIN  3-17-25

Title

Approver

Signature

Date Signed

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

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Title

Approver

Signature

Date Signed

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## Appendix A: Attachment List

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Appendix A: Attachment List

Appendix B: Document Conversion Process and Methodology

Appendix C: Konica Minolta White Glove Pack and Ship Specifications

Appendix D: Konica Minolta Change Control Process Document Sample

Appendix E: Konica Minolta Scanning Services Agreement (SSA)

## Appendix B: Document Conversion Process and Methodology

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Konica Minolta's Business Processing Outsourcing (BPO) operations are strategically situated in three key locations: Chatsworth, CA, Lexington, KY, and Warwick, RI. These state-of-the-art processing centers boast a robust capacity for capturing over eight million images per month, showcasing our scale and efficiency in document management services.

At the heart of our BPO services is a foundational commitment to best practices and quality assurance. These principles are not just components of our processes; they are deeply embedded in the very fabric of Konica Minolta's BPO business. This integration of best practices and quality assurance across all our BPO processes reflects our dedication to delivering reliable and high-standard services. Our clients can be confident in our ability to handle their document management needs with professionalism and precision, ensuring that each project is executed to meet their specific requirements, and the high-quality standards Konica Minolta is known for.

### Project Methodology

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Konica Minolta's approach to project implementation is designed to ensure the delivery of high-quality services to our clients. This approach is built on a framework that emphasizes repeatable and constantly evolving processes, ensuring that each project benefits from our extensive experience and expertise in document management services.

Central to this approach is the adoption of a unified project language, incorporating best practices and process guides. This framework is designed to leverage the insights and knowledge gained from past projects. It carefully considers the constraints of resources and time, employing a variety of templates, tools, sample project plans, and accumulated intellectual capital to optimize project execution.

Collaboration with clients is a cornerstone of our methodology. Konica Minolta project managers work closely with client team members to develop a mutually agreeable project schedule. This schedule outlines tasks and timelines, covering every aspect of the project from document pickup and delivery to the turnaround times for periodic batches.

During the initial stages of the project, roles and responsibilities are clearly defined, and a comprehensive communication plan is established. Additionally, procedures for issue tracking and resolution are set in place. These crucial elements are finalized during a project kick-off meeting, ensuring a well-structured and transparent process that aligns with our commitment to excellence and client satisfaction.

### Project Initiation and Planning

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At the commencement of a project, Konica Minolta places great importance on the initial stage of collaboration, embodied in the Project Initiation Meeting. This critical meeting is organized between the client and Konica Minolta, involving key members from the BPO processing center and the client's project team.

The agenda of this meeting is comprehensive, focusing on key areas critical to the project's success. It involves a thorough evaluation of project requirements and the establishment of project timelines. The responsibilities of essential personnel are clarified, and designated client contacts are established. A significant part of the discussion is dedicated to detailing quality assurance procedures and outlining the schedules for document pickup and delivery.

In addition to these components, the meeting also delves into the specifics of document preparation and indexing requirements. The outcome of this meeting is the creation of a detailed project specification document. This document serves as a blueprint for the project, encompassing all steps from document pickup and delivery to the intricacies of document preparation. It includes specifics such as knowledge and decision-making requirements, indexing, scanning, output, delivery of metadata and digital images, and the final disposition of the physical documents.

Throughout this process, staff from the BPO processing center and the client engage in an iterative process to refine the project specifications. This collaborative effort ensures that the final document accurately encapsulates all procedures and requirements necessary to transform paper documents into their digital counterparts effectively and efficiently.

## Document Pickup and Delivery

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Konica Minolta understands the importance of maintaining an iron-clad chain-of-custody with respect to the client's records.

Konica Minolta is able to provide full service, including packaging, manifesting and shipping documents. Alternatively, clients are able to perform these tasks with clear guidance and tools provided by Konica Minolta. Boxes will be delivered to the BPO processing center for processing. A receipt for delivery and pickup will be signed by both a BPO processing center and client authorized contact.

Konica Minolta recommends the use of manifests to support the chain-of-custody as well as document requests throughout the capture process. Konica Minolta provides tools that will support either a detailed or summary manifesting process.

The boxes will be logged in a tracking system when unloaded at Konica Minolta's facility and physically "checked off" on the courier form to ensure receipt. The contents of the box will be reconciled against the enclosed manifest during processing. If there are any anomalies in either the courier form or the manifest, the client representative responsible will be contacted immediately to correct or reconcile the issue.

Each stage of the transformation from paper to digital format is tracked and managed through a combination of project management tools and operations personnel and management. Boxes are systematically labeled to track their status and the next step in the process. The tracking system is constantly updated to provide an audit trail and record the flow and status of the documents.

To ensure the project is delivered on time, a project plan and timeline will be created and maintained. The project plan and timeline will become the reporting mechanism for regularly scheduled project status reports and meetings.

## Document Preparation

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Document preparation includes creation and application of bar-code break sheets, staple removal, document separation, organization, taping of torn documents and photocopying of poor originals, if necessary.

The document preparation staff will apply a break (cover) sheet to each document as required for each project. The bar-coded sheets provide an automated method of populating the index fields during document scanning. The cover sheet can also be manually populated with index values. In the past, Konica Minolta has been able to use a combination of automated barcode indexing and manual document index identification for various projects.

Often it is determined that Konica Minolta can receive electronic files from clients with metadata associated with the documents to be scanned. In these cases, most metadata is provided in electronic form by the client and Konica Minolta produces barcode slip sheets with this metadata.

This process provides two benefits: (1) it provides one hundred percent (100%) accuracy on document indexing and (2) it provides a tool for identifying any missing files or files for which there is no associated data. Any exceptions identified are brought to the attention of the client's team member responsible for the project for reconciliation and correction. This process is finalized during the project kick-off meeting.

In the event that large format items are included in a project (e.g., blueprints, design drawings, etc., which exceed 11" X 17"), Konica Minolta is uniquely qualified to capture these documents and integrate the items in the same order in which they were found in the source document of the folder. Some vendors scan these items as separate documents, while other vendors group all large format items at the end of a document. Either option creates chaos as pages of content are delivered in an out-of-order sequence.

Konica Minolta utilizes internally developed processes and software to guarantee large format items are captured in the original file order within the collection. After completion of the document preparation, the boxes are moved to the scanning area.

## Scan, Index and Verify

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Quality is implemented throughout every stage of the document conversion process. Each project is examined on the front-end and configured to the specifications that will ensure the best quality image. The scan process incorporates personnel skills, technology configuration and a consistent process. Scan operators have years of experience and are skilled with hand-eye coordination, to view every image as it is scanned, while also ensuring it is fed through the scanning equipment properly. The equipment is configured to detect double feeds, preventing "piggybacks". The equipment goes through periodic maintenance processes throughout the day, including cleaning and calibration, to ensure optimal performance.

Each scan operator is trained on the specifications of each project and the expected end-results. The scan operator reviews each image. If the image is difficult to read, a visual inspection is conducted using the source document and adjustments are made to the scanning software to produce a quality scanned image. If automated indexing is performed (through



barcodes) during the scanning process, the scan operator verifies and validates, upon scanning, the appropriate values are being populated

Upon completion of scanning, the project will enter the manual indexing stage, if required. Konica Minolta will manually index documents, double keying any key fields as designated by the client and will enter additional indexes as defined in the project. Double blind key indexing is a process whereby an index is entered a second time by a separate operator to validate accuracy. This process assures ninety-nine-point ninety-five percent (99.95%) accuracy, at the character level, of the indexing. The use of the barcode cover sheets provides significant savings and an even higher level of quality.

Konica Minolta can provide automatic indexing through the use of external database sources utilizing a match and merge process. This process provides additional indexing for minimal cost, will produce high quality indexing results, and will provide additional search criteria for the end user retrieval application.

Konica Minolta has the capability to perform verification checks against data sources provided by the client to ensure one hundred percent (100%) accuracy of key fields.

Indexing of each of all content types is determined at the onset of the project. Manual, zonal OCR and blind key verification, along with the use of bar codes when feasible, are employed for the highest level of quality available. The indexing operator and QA staff will verify and validate that the appropriate values are being populated.

Once the indexing has been reviewed and determined to be accurate, the project is transitioned to the post-processing step.

## Post-Processing

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In line with Konica Minolta's commitment to excellence in document management, our post-processing phase is designed to refine the quality of images. This phase includes advanced techniques to de-skew and eliminate any black borders, ensuring that each image adheres to our high standards of visual clarity and presentation.

Additionally, as part of our service offerings, Konica Minolta provides the option to remove other predictable anomalies such as hole-punch marks. This tailored approach allows us to cater to the specific needs of our clients, delivering documents that are not only accurate but also readable and easy to work with.

Following the completion of this detailed post-processing stage, the project transitions into our comprehensive Quality Assurance (QA) process.

## Quality Assurance

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Konica Minolta's proprietary quality assurance process, crafted by our in-house technical experts, plays a pivotal role in our commitment to delivering unparalleled accuracy in document management. This process is applied to all production data prior to image delivery. Its primary objective is to ensure that each image is accounted for and fully accessible.

This rigorous process includes a comprehensive electronic inspection of every image, ensuring each one can be opened without issues and is free from corruption. In our standard procedure, a threshold of 3% percent is applied exclusively to the back pages of documents to identify and remove blank pages. However, the front and remaining back pages undergo a thorough manual review as part of our quality assurance protocol.

For clients seeking an even higher level of scrutiny, we offer the Enhanced Quality Control Services – an optional process. This premium service is detailed further in the subsequent section.

A critical component of our quality assurance also involves the verification of embedded break sheets to prevent the occurrence of "piggy-back" documents. This scenario arises when a break sheet is not accurately detected by the scanner, resulting in documents being concatenated inadvertently, making retrieval by end-users challenging. Unlike many providers, Konica Minolta possesses the capability to identify and rectify this issue effectively. This is achieved through our careful, page-by-page evaluation performed by our QA specialists, who are also equipped to rescan any images of subpar quality during this final stage of the process.

Upon the completion of these exhaustive QA procedures, the batch is prepared for output and delivery, ensuring that our clients receive their documents in the most reliable and accurate form possible.

## Konica Minolta Enhanced Quality Control Services (Optional)

Konica Minolta's Enhanced Quality Control service for document scanning is designed for clients who require the highest level of accuracy and attention to detail in document management. While our standard service achieves exceptional results by relying on eliminating pages with content on less than 3% of the image, this premium service combines advanced AI technology with a 'human in the loop' approach. Every potential blank image is thoroughly inspected by our professionals, ensuring that even pages with minimal content are accurately identified and preserved.

The process is especially beneficial for documents where vital information may be present in small quantities, such as signature pages. Our Enhanced Quality Control ensures that true blank pages are effectively eliminated, while all content-bearing pages are retained. This approach significantly reduces the risk of inadvertently losing critical data due to automated processing criteria.

This service represents Konica Minolta's commitment to delivering tailor-made solutions that meet the diverse and specific needs of our clients. By opting for this Enhanced Quality Control service, clients can be assured of the utmost precision in their document processing, making it an ideal choice for projects demanding the highest standards of data integrity and accuracy.

## Output and Data Delivery

After QA is completed, images will be delivered to the specifications defined by the client in conjunction with Konica Minolta. Any exceptions reported during transmission will be identified, reconciled and either corrected or reported to the appropriate client representative for resolution. A designated representative will receive notification emails that electronic deliveries

are completed. Optionally, they can get confirmation of a successful load into their document retrieval software. This requires that the software supports auto-notifications.

The client will then carry out any designated internal QA within thirty (30) calendar days. Upon completion of any client designated internal QA, the client will either certify the work as conforming to quality standards agreed to at the inception of the project, or report any problems found during the internal QA process. If Konica Minolta is not notified of acceptability of the work delivered, the work delivered will be deemed “accepted” after thirty (30) calendar days.

## Post Delivery Data Purge

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All client data is purged from Konica Minolta servers sixty (60) days following the successful delivery of digitized content. As a result, it is imperative that any delivery issues be addressed prior to the data purge.

## Box Disposition/Delivery

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Documents are not typically reconstructed to their original state, unless this has been stipulated for the project. Instead, Konica Minolta prepped bundles, along with file folders, will be placed back in the corresponding boxes in which the collection was received. Completed boxes are either returned to the client, stored for thirty (30) days and destroyed, or placed into extended storage, at the instruction of the client.

## Destruction Services

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Depending on the specific needs of the client, there are three (3) methods used for destruction:

- **In-house Shredding** – For small batches, Konica Minolta staff perform shredding tasks using a shredder with a security rating of P-4, exceeding the requirements for HIPAA.
- **In-house Third-party Shredding** – For large destruction engagements, typically following a backfile capture, Konica Minolta contracts with a partner with high-capacity mobile destruction capability. The partner’s shred trucks perform the destruction on-site at the Konica Minolta BPO processing center.
- **External Third-party Shredding** – Under certain conditions, Konica Minolta transports high-volume destruction work to our partner’s facility for destruction.

All shredded documents are recycled. A destruction certificate, listing all boxes destroyed, is sent to the client upon completion of shredding.

## Exception Process/Issue Resolution

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In the event of exceptions, the Konica Minolta project manager will contact the client’s project manager and determine a mutually agreeable means to overcome the exception. Any process

change stemming from an exception process will be documented via email with a request for confirmation from the client's project manager. Any changes will be added to the client's processing manual to ensure consistency through the project and, in many cases, supported by a signed Change Control.

## Document Access – Scan on Demand Service

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Konica Minolta will provide a secure, hosted repository for access to images/data during document processing and prior to ingestion into the document management system. User IDs will be issued based on the instructions provided by the client's project team leaders.

Documents will be accessible within two (2) business hours of the request, or, upon special arrangement between the Konica Minolta project manager and the client's project manager, if access is required outside of normal business hours, Monday through Friday from 8:00 a.m. to 5:00 p.m. local time. If daily document access exceeds four (4) requests, Konica Minolta reserves the right to charge \$35 per hour for additional requests.

## **Appendix C: Konica Minolta White Glove Pack and Ship Specifications**

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White Glove pack and ship service will be scheduled on the initial kickoff call.

## Appendix D: Konica Minolta Change Control Process Document Sample

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### Change Control Form

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<b>Title:</b>		<b>Project:</b>	
<b>Date:</b>			
<b>Author:</b>		<b>Organization:</b>	
<b>Originator:</b>		<b>Organization:</b>	

- Proposed Change Description:
- Justification:
- Affected Requirements:
- Impact on Cost:
- Impact on Schedule:
- Impact on Resources:
- Travel:
- Detailed Review Results:

<b>Approved</b>	<b>Defer Until:</b>	<b>Declined</b>
Y/N	Date:	Y/N

Reasons/Comments:

Payment Terms:

FINAL APPROVALS (Signature Block is Provided Here)



## Appendix E: Scanning Services Agreement

This Scanning Services Agreement ("Agreement") is made and entered into this 17th day of March, 2025 ("Effective Date") by and between The Village of North Aurora, located at 25 E State Street, North Aurora, IL 60542 ("CLIENT"), and Konica Minolta Business Solutions U.S.A., Inc., located at 100 Williams Drive, Ramsey, New Jersey 07446 ("CONTRACTOR").

WITNESSETH

**WHEREAS** CLIENT desires to engage CONTRACTOR to provide the document services specified herein as an independent contractor and in accordance with the terms and conditions set forth in this Agreement; and

**WHEREAS** CONTRACTOR desires to provide the document services specified herein to CLIENT as an independent contractor and in accordance with the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants hereinafter contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

### 1. SCOPE OF DUTIES.

(a) CONTRACTOR shall provide the services set forth in each proposal issued by CONTRACTOR ("Proposal"), which may be attached hereto or, if not attached, shall be treated as an addendum to this Agreement when fully executed by the parties. To the extent there are any discrepancies or inconsistencies in the terms of this Agreement and a Proposal, the terms of this Agreement shall prevail.

(b) To the extent CONTRACTOR provides scanning services, CLIENT certifies that CLIENT is authorized by the owner of the documents and data included in the Proposal to deliver the documents and data to CONTRACTOR to be duplicated and captured electronically. CLIENT further certifies that copying and electronically capturing these documents will not violate any copyrights.

(c) CLIENT Contact Person is David Arndt

(d) CONTRACTOR and CLIENT may hereafter mutually agree to include additional Statements of Work as Change Controls referencing the original Proposal and this Agreement. Such additional Change Controls shall not be valid unless in writing signed by both parties. Any valid Change Control shall be incorporated herein by this reference and included in the definition of Proposal and Contract Documents, as such terms are used herein.

(e) In the event that CONTRACTOR is requested or required to perform services beyond those which are specifically set forth in the Proposal or a Change Control, any such additional services and a compensation schedule for such services shall be mutually agreed upon in advance by a written Change Control between the parties, specifying the amended scope of work, project specifications, delivery dates, and the impact on compensation. Said mutually agreed upon Change Control shall be an amendment to the applicable Proposal and this Agreement. If the parties are unable to agree on the terms

of a Change Control, then the parties may agree to complete the project according to the original Proposal or Change Control.

**2. WORK STANDARDS.** CONTRACTOR shall perform the services in a professional and workmanlike manner in accordance with generally accepted industry standards and in material compliance with the original Proposal and each subsequent Change Control executed by the parties. THIS SECTION 2 SETS FORTH THE ONLY WARRANTIES MADE BY CONTRACTOR. CONTRACTOR HEREBY DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**3. TERM AND TERMINATION.** (a) The term of this Agreement shall commence on the Effective Date and terminate on the date that Contractor receives payment in full for all outstanding Statements of Work contained in Attachment A. (b) Either party may terminate this Agreement for cause if the other party fails to cure a material breach of this Agreement within ten (10) days following receipt of written notice which details the nature of the breach. (c) Either party may also terminate this Agreement without cause upon thirty (30) days written notice to the other party. (d) If this Agreement is terminated by either party without cause, CLIENT shall pay CONTRACTOR for all work completed or otherwise performed up to the date of termination; CLIENT shall be relieved of any further obligations or liabilities to CONTRACTOR, financial and otherwise; and CONTRACTOR shall promptly deliver to CLIENT any deliverable or CLIENT documents in its possession.

**4. COMPENSATION.** In consideration of the performance of the terms of this Agreement, CLIENT shall pay to CONTRACTOR, and CONTRACTOR shall accept from CLIENT, in full payment for CONTRACTOR's services hereunder the fees set forth in the Proposal and any associated Change Controls. CONTRACTOR shall invoice CLIENT monthly. Payment shall be due Net 30 Days from the date of each invoice. Any additional fees shall be mutually agreed upon prior to CONTRACTOR's performing additional services.

**5. CONFIDENTIALITY; INDEMNIFICATION.**

(a) CONTRACTOR recognizes that it will have access to confidential information of CLIENT as a result of its performance of the services hereunder and agrees to take commercially reasonable precaution to safeguard and treat the information as confidential and to take appropriate action by instruction, agreement and notice to its employees of the confidential and proprietary nature of the information provided. CONTRACTOR shall not use or disclose, directly or indirectly, any of the information which it receives from CLIENT other than as required to perform its obligations hereunder.

(b) CONTRACTOR agrees to abide by all applicable state and federal laws regarding the security of the information it receives from CLIENT. CONTRACTOR agrees to indemnify, defend, and hold harmless CLIENT from and against any third-party claims, causes of action, damages, costs, expenses or liabilities (including reasonable attorneys' fees) arising from CONTRACTOR'S disclosure of CLIENT's employee personal information because of CONTRACTOR's negligence or willful misconduct.

(c) The above confidentiality provisions and indemnification obligations shall not apply to any information or liability arising from disclosure of information that:

- (i) is or (through no improper action or inaction by CONTRACTOR) becomes generally known to the public;
- (ii) was properly in CONTRACTOR's possession or known by it without restriction prior to receipt from CLIENT;
- (iii) was rightfully disclosed to CONTRACTOR by a third party without restriction;
- (iv) was developed by CONTRACTOR independently and without the use of CLIENT's confidential information; or
- (v) is required to be disclosed by court order or operation of law; provided, that CONTRACTOR shall immediately notify CLIENT of such required disclosure to enable CLIENT to contest such disclosure, in which event CONTRACTOR shall take reasonable steps to cooperate with CLIENT to limit such disclosure in accordance with applicable law.

6. **NON-DISCRIMINATION.** CONTRACTOR represents and warrants that it complies with all applicable federal and state laws and regulations governing employment relationships with its employees and subcontractors, including, but not limited to, equal employment and nondiscrimination, affirmative action, sexual harassment, equal pay, accommodation of disabilities, family and medical leave and workplace safety.

7. **LIMITATION OF LIABILITY.** (A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INTERRUPTION OF SERVICES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, OR LOSS OR INCREASED EXPENSE OF USE), WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR STRICT LIABILITY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES. CONTRACTOR SHALL NOT BE RESPONSIBLE FOR PROBLEMS THAT OCCUR AS A RESULT OF THE USE OF ANY THIRD-PARTY SOFTWARE OR HARDWARE OR THIRD-PARTY PERSONNEL. (B) EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, CONTRACTOR'S TOTAL LIABILITY TO CLIENT ARISING OUT OF SERVICES PERFORMED UNDER THIS AGREEMENT OR ANY STATEMENT OF WORK ISSUED HEREUNDER, REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH LIABILITY MAY BE BASED, SHALL NOT EXCEED IN THE AGGREGATE THE TOTAL PAYMENTS MADE BY CLIENT TO CONTRACTOR FOR THE SERVICES IN QUESTION IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST OCCURRENCE OF THE EVENT GIVING RISE TO SUCH LIABILITY.

8. **WAIVER.** The failure of either party at any time to require performance by the other party of any provision expressed herein shall in no way affect such party's right thereafter to enforce such provision; nor shall the waiver by either party of any breach of any provision expressed herein be taken or held to be a waiver of any succeeding breach of any such provision or as a waiver of the provision itself.

9. **INDEPENDENT CONTRACTOR.** The parties hereto are independent contractors, and nothing contained in this Agreement shall be construed to place them in the relationship of partners, principal and agent, employer/employee or joint venture.

10. **ASSIGNMENT.** This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No consent shall be required where an assignment is made (i) pursuant to a merger or change of control or (ii) to an assignee of all or substantially all the party's assets. Any purported assignment in violation of this section shall be void.

11. **NOTICE.** All notices, requests, and consents required to be made or given hereunder shall be given in writing, registered mail (return receipt requested), and addressed:

If to CLIENT:                      Attn.: David Arndt  
   25 E State Street  
   North Aurora, IL 60542

If to CONTRACTOR: Konica Minolta Business Solutions U.S.A., Inc.  
   Attn: Philip De Simone  
   2670 Warwick Ave  
   Warwick, RI 02889

12. **FORCE MAJEURE.** Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement or any Change Controls (except for a failure to pay fees) if the delay or failure is due to unforeseen events which are beyond the reasonable control of such party, such as strikes, blockade, war, terrorism, riots, fire, floods, earthquakes or other natural disasters and power outages, insofar as such an event prevents or delays the affected party from fulfilling its obligations, such party is not able to prevent or remove the force majeure at reasonable cost, and such party resumes performance hereunder as soon as possible.

13. **APPLICABLE LAW.** The parties agree that this Agreement shall be construed in accordance with and governed by the laws of the State of New Jersey and the parties consent to the jurisdiction and venue of the state and federal courts of the State of New Jersey.

14. **INTEGRATION.** This Agreement (and all attachments) embodies and constitutes the entire understanding between the parties with respect to the transactions contemplated herein, and all prior agreements, understandings, representations and statements, whether oral or written, are merged into this agreement. Neither this Agreement nor any provisions hereof may be modified or amended unless in an instrument signed by both CONTRACTOR and an authorized representative of CLIENT.

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have hereunto executed this Agreement as of the Effective Date provided above.

## Village of North Aurora Approval

Village President



3-17-25

Title

Approver

Signature

Date Signed

## Konica Minolta Approval

Title

Approver

Signature

Date Signed