DATE: JUNE 20, 2019

PRODUCT/SERVICE: EQUIPMENT MAINTENANCE COST REDUCTION PROGRAM

CONTRACT PERIOD: JULY 1, 2016, THROUGH JUNE 30, 2020

EXTENSION OPTIONS: UP TO 12 MONTHS

ACQUISITION MANAGEMENT SPECIALIST/BUYER: GINGER OBERPRILLER

PHONE: 651.201.2450 E-MAIL: ginger.oberpriller@state.mn.us WEB SITE: www.mmd.admin.state.mn.us

CONTRACT VENDOR

REMI
11325 NORTH COMMUNITY HOUSE RD
SUITE 300
CHARLOTTE, NC 28277
USA

CONTRACT NO. 111052 TERMS NET 30 DELIVERY AS REQUESTED
(State of Iowa Contract No. MA 005 16006-16)

VENDOR NO.: 0000953365

CONTACT: Julia Ryan Billings
MOBILE: 615.499.9324
EMAIL: julia.ryanbillings@theremigroup.com

TO DISPATCH SERVICE: 866-296-4847; dispatch@theremigroup.com

STATE DEDICATED WEBSITE: (TBD; reference www.theremigroup.com)

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SPECIALTY UNDERWRITERS
9667 S. 20TH STREET
OAK CREEK, WISCONSIN 53154

CONTRACT NO. 110974 TERMS NET 30 DELIVERY AS REQUESTED
(State of Iowa Contract No. MA 005 3890-16)

VENDOR NO.: 0000275109

CONTACT: THUAN TRUONG
PHONE: 800.558.9910, Ext. 2727
EMAIL: ttruong@su-group.com

TO DISPATCH SERVICE: 800.833.7050

CONTRACT USERS. This Contract is available to the following entities as indicated by the checked boxes below:

- State Agencies
- Cooperative Purchasing Venture (CPV) members

STATE AGENCY CONTRACT USE. This Contract is not mandatory, but the Department of Administration recommends that each State Agency contact both vendors for free evaluations of current maintenance agreements and obtain quotes to identify potential cost avoidance opportunities. Remi will provide quotes within three (3) business days. Specialty Underwriters will provide quotes within ten (10) business days.

STATE AGENCY ORDERING INSTRUCTIONS. Orders are to be placed directly with the Contract Vendor. State Agencies should use a Contract release order (CRO) or a blanket purchase order (BPC). The person ordering should include his or her name and phone number. Orders may be submitted via fax.

CONTRACT FEEDBACK. If these services can be better structured to help you with your business needs, let us know. We solicit your comments and suggestions to improve all of our contracts so that they may better serve your business needs. If you have a need for which no contract currently exists, or you would like to be able to use an existing state contract that is not available to your entity, whether a state Agency or CPV, please contact us. If you have specific comments or suggestions about an individual contract you can submit those via the Contract Feedback Form.

VENDOR PERFORMANCE REPORT. Agencies should report exceptional or unsatisfactory vendor performance by completing a Vendor Performance Report: http://www.mmd.admin.state.mn.us/pdf/perform.pdf. Please send the completed form to the AMS listed above.

SERVICE CERTIFICATION FORM REQUIREMENTS. Pursuant to Minn. Stat. § 16C.09, Agencies must complete a “Service Contract Certification Form” prior to issuing an order for services offered from this Contract.

SPECIAL TERMS AND CONDITIONS

SCOPE. In an ongoing effort to facilitate savings and greater operational efficiency, the Department of Administration, Materials Management Division (MMD), has contracted with two vendors to implement a statewide Equipment Maintenance Cost Reduction Program (EMP) to reduce equipment maintenance expenses and better manage the service of our equipment. The purpose of this Contract is to provide maintenance on a diverse selection of equipment, including, but not limited to, office, IT, mail room, communication, security, lab, and medical equipment. Under the new program, State Agencies and CPV members are guaranteed minimum discounts of 27 to 35% off of current qualifying equipment maintenance agreements, depending on the type of equipment included and the existing service coverage and contract terms. In addition to the cost savings, some of the benefits of the program are:

- The option to use your current provider, or vendor of choice, at the same terms, conditions, and response times as the current maintenance agreement with a savings of 27-35%
- Free evaluation of current maintenance agreements
- Free use of provider list and engineering services
- Inventory of all equipment w/maintenance agreements
- One stop for all maintenance calls
- 24/7 Call Center for support
- One contract, one contact, one payment
- Maintenance programs running on fiscal year, if desired
- Multiple reporting programs by equipment type, number of service calls, equipment age, repairs made, etc.
PROCESS/START UP. The first step to participate in this program is to contact one or both of the contract vendors listed above and set up a free evaluation. When the Contract Vendor performs the evaluation they will inventory and evaluate all program eligible equipment. The evaluation will consist of:

1. Full analysis and inventory of current equipment maintenance contracts and program eligible equipment not currently on maintenance contracts.

2. Development of savings baseline report showing guaranteed savings and cost reduction methods.

3. Strategy meeting to discuss analysis findings and the implementation of specific recommendations.

4. Orientation meeting with Department Managers to discuss analysis process, mutually agreeable implementation and next steps.

If your Agency decides to not include a piece of equipment in the program, you must follow the State’s ALP policies and procedures for competitive bidding to establish a service contract.

EQUIPMENT WITHOUT A CURRENT SERVICE AGREEMENT. If you have equipment which is not currently under a service contract and you would like to add it to the program, you must follow the State’s ALP policies and procedures for competitive bidding a service agreement. In the bid language be sure to include “The State reserves the right to cancel the solicitation and use current State contracts for these services.” After receiving the responses, contact one or both of the contract vendors and obtain a quote. If the equipment and services you desire are eligible for a program, you will be provided a quote, with the contracted discounts, for the same services using the same service provider, or an alternative provider if you chose.

ADDING/REMOVING EQUIPMENT FROM THE PROGRAM. The customer can add or delete equipment from the program at any time. Once equipment is in the program, the Contract Vendor shall cover maintenance needs per the OEM’s recommendations. Deviations must be approved by the customer. The Contract Vendor will not exclude, or remove equipment from the program arbitrarily, and agrees to provide the customer with a good business case to support its recommendations. If the customer does not agree with the recommendation, the situation will be channeled through a mutually agreed upon dispute resolution process.

CANCELLATION OF MAINTENANCE AGREEMENT. The customer reserves the right to cancel maintenance on any equipment with 30 days prior written notice to the Contract Vendor.

STATE AGENCY AUDIT/ANALYSIS. At the request of the using customer, the Contract Vendor shall work with the customer to perform an audit/analysis of customer’s equipment, and maintenance costs, to determine coverage needs, and whether to include in the program. If toner and consumables were included in prior maintenance agreement the value of those items must be factored out before applying the contract discount to determine the premium (program) cost. The customer and Contract Vendor shall work together to develop the audit/analysis work plan with timeframes for completion. The Contract Vendor agrees to assist the customer in decision-making such as repair or replacement of equipment, and/or supplier quality evaluation.

IMPLEMENTATION/TRANSITION. The Contract Vendor will work with the customer in coordinating implementation of the program and, in some cases, transition of equipment from the current equipment maintenance agreements/contracts.

SERVICE DELIVERY PROCESS. The Contract Vendor shall be responsible for the entire service delivery process, from dispatch to the service provider, invoice processing, and payment by the Contract Vendor to the service providers. The Contract Vendor shall be responsible for monitoring service providers to ensure the highest standards of service are provided to the participating Agency. It is expected that services rendered through the Contract Vendor shall meet and/or exceed the service levels received directly from service providers at the service level that Agency specifies.

PLACING SERVICE CALL REQUESTS. The Contract Vendors have furnished toll free telephone numbers, which will be available 24/7, for purposes of customers requesting service, or technical assistance.

Remi: 866-296-4847

Specialty Underwriters: 800.833.7050.
MAINTENANCE/REPAIR SERVICE PROVIDERS. At the request of the customer, the Contract Vendor must provide a complete list of maintenance/repair service providers. Customers shall be allowed to designate the maintenance/repair provider of their choice.

MAINTENANCE COVERAGE. The Contract Vendor must provide (at a minimum) for on-site equipment maintenance on a 9-hour per day (8:00 a.m. to 5:00 p.m. CST), 5-day per week (Monday through Friday) basis (excluding holidays). The on-site maintenance performed shall include all preventive maintenance (including consumable parts and supplies necessary to perform PM) per O.E.M. schedules, corrective repair, parts (excluding consumable supplies unless Agency approves in writing for a given situation), labor, and travel, necessary to maintain the equipment in good operating condition. Participating Agencies shall have the option to select Periodic Maintenance visits in the event requested by end-users. Ability to perform software upgrades to requested equipment in alignment with OEM specifications is required. No payments shall be made by the State to the Contract Vendor other than the quoted premium cost, or to the service provider.

Quotes for "mission critical" equipment may include more stringent requirements in tune with the Agency’s needs.

ON-SITE RESPONSE TIME, REPAIR SERVICE. The Contract Vendor must meet an average response time of 4 hours or less for service personnel to respond on-site ("mission critical equipment" will be defined by Agency and dealt with separately on a case by case basis). Contract Vendor will monitor response times, and mutually agreeable corrective action will take place if the average exceeds 4 hours for any 3 month period. In the event an on-site representative solution is available for participating/requesting Agencies please detail requirements to utilize this service model.

EXCLUSIONS. Consumables (toner), software, and exclusions which are specified as such in existing OEM maintenance contracts shall be excluded from the program. The State reserves the right to procure consumables, software, and/or specified OEM exclusions and have readily available to service provider. If exclusions are needed (and not readily available from the State) in order for the service provider to complete the service request, pricing for the consumables must be communicated in writing to the State Agency, and assent obtained in writing from the State Agency, prior to installing.

REPLACEMENT PARTS. The maintenance provided must include all replacement parts that are equal to or better than OEM specifications. Any permanent replacement of parts must be warranted per O.E.M specifications. Participating Agencies have the right to request the use of only OEM repair parts on a case by case basis.

RENTAL OR SUBSTITUTE EQUIPMENT. The Contract Vendor shall provide rental or substitute equipment at no cost to the State if corrective repairs cannot be made within three (3) business days from the reporting of needed repair.

MAINTENANCE RECORDS. The Contract Vendor must maintain detailed records of equipment preventative maintenance and repairs, per customer, for all covered equipment. The Contract Vendor shall provide detailed records electronically upon request.

COST/DISCOUNT. The percentage discounts proposed, shall be from the current preventative maintenance agreement cost, or if not currently covered, from a quote from an authorized service provider that is acceptable by the Agency. Contract Vendor shall supply back up pricing documentation upon Agency request.

All percentage discounts shall be firm fixed for the life of the contract. The resulting premium shall cover all equipment repairs/maintenance, Contract Vendor’s services, fees, and expenses. The State shall not pay nor be liable to the Contract Vendor for any costs other than the monthly premium costs. Contract Vendor is solely responsible for all amounts owed to service providers.
DISCOUNTS BY CATEGORY

<table>
<thead>
<tr>
<th>LINE#</th>
<th>EQUIPMENT CATEGORIES</th>
<th>REMI DISCOUNT</th>
<th>SU DISCOUNT</th>
<th>UNSPSC</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>Lab</td>
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<td>27%</td>
<td>81101706</td>
</tr>
<tr>
<td>2</td>
<td>Facilities</td>
<td>30%</td>
<td>27%</td>
<td>85160000</td>
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<tr>
<td>3</td>
<td>General Office</td>
<td>29%</td>
<td>29%</td>
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<td>4</td>
<td>Data Processing/IT</td>
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<td>5</td>
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<td>33%</td>
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<td>Security/Alarm Systems</td>
<td>30%</td>
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<td>Healthcare</td>
<td>15-27%</td>
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</table>

Only accept contract vendor quotes that provide itemized contract pricing (lump sum price quotes must be rejected and reworked by the Contract Vendor to show itemized State contract pricing).

Prior to accepting an order and/or issuing payment on an invoice, inspect the goods and/or deliverables to ensure they match both the terms and pricing of the contract.

Contact the AMS/Buyer detailed herein to report any pricing discrepancies or for assistance in confirming/calculating contract pricing.

REVISIONS:
06/20/2019  Contracts 111052 AND 110974 Amendment No. 4 extended through June 30, 2020 at the same prices, terms, and conditions. – ggo
01/30/2019  Changed Buyer from Dustin Burns to Ginger Oberpriller. -ggo
08/24/2018  Deleted clause 28 Admin fees from MN PA for both contracted vendors.
06/04/2018  AMS changed from Mike Maruska to Dustin Burns.
03/22/2018  Contracts extended through June 30, 2019 at the same prices, terms, and conditions. REMI Contact Info updated.
04/06/2017  Contract #111052 and #110974 extended through June 30, 2018 at the same prices. REMI Contact info updated.
03/09/2017  AMS changed to Mike Maruska