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Contract Number

SAP Number

4400017551

Countywide

Department Contract Representative	<u>Michael Candelaria, Purchasing Dept.</u>
Telephone Number	<u>909 387-0321</u>
Contractor	<u>Konica Minolta Business Solutions U.S.A. Inc.</u>
Contractor Representative	<u>Brian Cupka, EVP & General Counsel</u>
Telephone Number	<u>(201) 825-4000</u>
Contract Term	<u>07/08/2021 – 06/30/2026</u>
Original Contract Amount	<u>-----</u>
Amendment Amount	<u>_____</u>
Total Contract Amount	<u>_____</u>
Cost Center	<u>_____</u>

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino (County) desires to designate a contractor of choice to provide Copier/Multifunction Printer Rentals and Maintenance Services as further described in a statement of work (the "Services"); and

WHEREAS, the County conducted a competitive process to find Konica Minolta Business Solutions U.S.A., Inc. (Contractor) to provide these services, and

WHEREAS, based upon and in reliance on the representations of Contractor in its response to the County's Request for Proposals, the County finds Contractor qualified to provide Copier/Multifunction Printer Rentals and Maintenance Services; and

WHEREAS, the County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

NOW, THEREFORE, the County and Contractor mutually agree to the following terms and conditions:

A. DEFINITIONS

A.1 A3: A Copier/Multi-function Device that handles paper sizes of Letter, Legal and A3 as in International Standard for Organization (ISO) 216.

- A.2** A4: A Copier/Multi-function compact Device that handles paper sizes of Letter, Legal and A4 as in ISO 216.
- A.3** Basic Model: A basic model must include the following functions: Automatic Document Feeder, Auto Duplex, Finisher, Stapler, Print and Scan.
- A.4** Base Unit: The copier, printer, scanner, large/wide format and production Devices that include Network printing, Copying, Printing, Faxing and Scanning solution, Automatic Document Feeder, Auto Duplex printing and excludes optional Accessories.
- A.5** Consumables: New and unused supplies necessary for the function of a copier/printer including toner, staples, ink cartridges, developers and drums. Consumables does not include paper.
- Contractor: Any individual, company, firm, corporation, partnership or other organization to whom a contract award is made by the County.
- A.6** Destroy: The act of rendering data recovery infeasible using state of the art laboratory techniques which result in the subsequent inability to use the media for storage of data.
- A.7** Facilitator: A County Purchasing Department buyer or designated individual tasked with managing the processes of the evaluation panel.
- A.8** Multi-Function Printer (MFP): A device that functions like a copier and can scan to file, copy and print. They can also have the ability to fax, email and have finishing options.
- A.9** Proposal: The offer to provide specific goods or services at specified prices and/or other conditions specified in the RFP.
- A.10** Purchasing Agent: The Director of the County Purchasing Department.
- A.11** Purge: The application of physical or logical techniques that render data recovery infeasible using state of the art laboratory techniques.
- A.12** Request for Proposal (RFP): The request for an offer from Contractors interested in providing the identified services sought to be procured by the County. The RFP specifies the evaluation factors to be used and contains or incorporates by reference contractual terms and conditions applicable to the procurement.
- A.13** Scanner: A Device that scans documents and converts them into digital data.
- A.14** Segment: The various speeds that Devices are categorized is represented by Page per Minute (ppm).
- Segment 1 – up to 20 ppm
 - Segment 2 – 21 to 30 ppm
 - Segment 3 – 31 to 44 ppm
 - Segment 4 – 45 to 69 ppm
 - Segment 5 – 70 to 90 ppm
 - Segment 6 – 91 ppm & above

B. CONTRACTOR RESPONSIBILITIES

Contractor shall provide Copiers/Multifunction office equipment, including printers and copiers, to County departments on either a monthly rental and/or purchase basis. At the request of the

department, Contractor shall also provide maintenance services for equipment purchased through this Contract, and equipment currently owned by County.

B.1 Contractor shall provide new and unused Copiers/Multifunction Printer office equipment for rental or purchase as listed on Exhibit A. Substitutions will not be accepted. Contractor will notify the assigned Purchasing Buyer or user department representative for approval before substituting for out of stock equipment or consumables. The request shall show a comparison of the original quoted product with the replacement product. Purchasing will approve substitution prior to delivery.

B.2 Contractor shall provide Copiers/Multifunction Printer Rental office equipment as one-unit Rental or Multi-Unit Rentals for a maximum of 36 months per rental commencing upon delivery, set-up and functioning of the unit as it is intended.

Rental agreements that extend over any fiscal year are subject to cancellation by the County at any time, if funds have not been appropriated for the new fiscal year.

The County is not obligated to order a minimum amount of office equipment from the Contractor during the term of the Contract, nor is the Contractor guaranteed to receive any orders from the County during the term of this Contract.

B.3 The County will pay monthly, quarterly or annually, with per copy charges in arrears per user department preference.

- Meter Rates: Per copy charges (clicks), both color and black and white (B&W) copies will be priced separately from the monthly payment and cover service and all rental equipment Consumables.
- One Rate: One monthly rental rate per one unit or multi-unit Rentals that includes service and all rental Consumables. One rate shall not include black and white or color per copy charges (clicks).

Rentals shall be on a month to month payment schedule, which can be terminated at any time with or without cause by the County.

No early termination penalties shall be assessed when a rental is cancelled with or without cause.

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B.4 Contractor shall provide new model units for purchase at the prices listed on Exhibit A. The purchase price and accessories stated on Exhibit A shall remain firm for 12 months after contract is awarded to Contractor. Any price increases after the initial 12-month period must be provided to Purchasing for approval prior to implementation. All agreed upon price increases must be reduced to writing and added as an amendment to this Contract.

A purchase of equipment shall receive a Purchase Order issued for the total cost of the sale. A separate contract may be issued for maintenance, if the user department chooses to request the service.

B.5 All maintenance services for purchased copiers are to include Consumables for the term of the maintenance service.

B.6 Contractor shall coordinate with the ordering departments for delivery and set-up appointments. Delivery of all equipment must be made within thirty (30) days of receipt of order. Contractor shall deliver and set-up equipment on site at the location specified by the County. Contractor will also provide at time of delivery a start-up kit of Consumables, so that the equipment may be set up for immediate use. Equipment orders not delivered in thirty (30) days, without County

authorization of an extension, shall be terminated without penalties. The County will not pay any fuel surcharges or delivery fees. Set up will include but not be limited to:

- I. Network installation – Contractor shall configure the equipment for proper networking protocols, and installation of working print drivers to all networked devices.
- II. Notification labels – Contractor shall affix a label or locate on the machine clearly showing information name, address and telephone number of the Authorized Dealer responsible for trouble shooting or warranty issues.
- III. Area of installation – Upon completion of installation, the Contractor shall remove all debris and packaging created from the installation. The Contractor shall leave the area in an orderly, neat, and clean condition and in good repair with no obstruction to walkways.

B.7 The Contractor shall provide all training as required on use of the equipment and/or software (e.g. data management, print usage software) at no extra charge to the County. The Contractor will contact the ordering department representative within forty-eight (48) hours of delivery of equipment to arrange an appointment for training.

B.8 The Contractor providing maintenance services for either rented or purchased equipment shall provide all tools, equipment and skills used in the accomplishment of needed maintenance of equipment per manufacturer's specifications. Manufacturer's authorized service technicians shall have the training and experience level to perform prompt, efficient and accurate services on each type and model of equipment for which the Contractor is authorized by the Manufacturer.

All Contractor's service personnel must provide proper photo identification in order to be allowed access to County facilities and comply with all visitor protocols required by the specific location or department.

In addition to the requirements set forth herein, Contractor shall comply with the Service Level Agreement, attached hereto as Attachment A.

B.9 Contractor shall provide warranty information for each model of equipment purchased or rented by the County and include replacement of all parts, including Drums. All replacement parts shall meet the original equipment manufacturer's specifications. No used parts will be installed. Only OEM parts shall be installed in warranty repairs and maintenance servicing. All rental equipment must be fully warranted for the entirety of the rental period.

B.10 The Contractor shall comply with the County's Department of Innovation and Technology or the user department's Information Technology requirements and restriction before accessing the network. Approval to connect the equipment to the County's or department's network must be obtained from the Count or user department prior to installation of equipment. This includes fleet managed copiers.

- I. Contractor shall provide authentication to any network connected base unit and the ability to disable the authenticated base unit.
- II. Contractor shall make access to administrative functions password protected by user department's requirements.
- III. Contractor shall have the responsibility for the security and privacy in terms of maintaining confidentiality, integrity, and availability of County Data under its control. No County Data shall be copied, modified, destroyed or deleted by Contractor other than for normal operation or maintenance during the Contract period without prior written notice or as expressly set forth herein.

B.11 All hard drive data must be destroyed or purged by Contractor prior to removal of the equipment from the County facility where it is located. When data is destroyed or purged, it shall be in accordance with the most current National Institute of Standards of Technology (NIST) Special

Publication 800-88: Guidelines for Media Sanitization, published by the U.S. Department of Commerce. The incorporation of the Defense of Department (DOD) 5220.22M standard wipe method shall be used when using data destruction programs, file shredders, etc. In either case, a written Certification of Sanitization is required to each user department representative within three (3) days of the destruction or purging of the data. This will be provided to the County at no additional charge as a cost of doing business. In the event a user department necessitates a signed certification verifying deletion of information, Contractor shall provide the signed certification that the hard drive has been wiped within one week of removal of the equipment from County premises. Factory resets are unacceptable.

For equipment purchased by the County, Contractor shall provide at no charge, any software or other means of purging or destroying the hard drives on the copiers as well as training necessary in the use of software data removal programs.

B.12 The County reserves the right to add/delete equipment to/from the Contract as necessary. The Contractor will provide additions/deletions of equipment to Purchasing for approval on an annual basis through Purchasing's electronic procurement system.

C. GENERAL CONTRACT REQUIREMENTS

C.1 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

C.2 Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

C.3 Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

C.4 Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work or receive compensation other than on a per order basis, under the terms of this Contract.

C.5 Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

C.6 Background Checks for Contractor Personnel

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide the results of the background check of each to the County. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be

assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

C.7 Change of Address

Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

C.8 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

C.9 Compliance with County Policy

In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

C.10 Confidentiality

Contractor shall protect from unauthorized use or disclosure names and other identifying information contained on copiers or other devices accessible to Contractor or its employees or agents.

Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

C.11 Primary Point of Contact

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

C.12 County Internship Initiative

Contractor agrees to be contacted by the County to solicit its participation in an internship initiative known as GenerationGo! Career Pathways, involving the potential placement and hiring of interns by Contractor's business. Contractor is encouraged, and agrees to make good faith efforts, to utilize the County's program to aid the **County's Vision for a skilled workforce and jobs that create countywide prosperity**, and its **goal to Create, Maintain and Grow Jobs and Economic Value in the County**. The County's objective with its internship initiative is to focus on training, education, employment and support services to develop a more highly educated and trained workforce. When participating in the County's internship initiative, the Contractor remains an independent contractor and shall not be construed as agents, officers, or

employees of the County. More information about the County's GenerationGo! Career Pathways Program can be located at <http://wp.sbcounty.gov/workforce/career-pathways/>.

C.13 County Representative

The *Purchasing Agent* or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.

C.14 Damage to County Property

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

C. 15 Debarment and Suspension

Contractor certifies that neither it nor its principals or subcontractors is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

C.16 Drug and Alcohol-Free Workplace

In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

- C.16.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- C.16.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- C.16.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive workplace and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

C.17 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

C.18 Employment Discrimination

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

C.19 Environmental Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

C.20 Improper Influence

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

C.21 Improper Consideration

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

C.22 Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

C.23 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

C.24 Licenses, Permits and/or Certifications

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

If a Contractor's awarded equipment is not manufactured by the Contractor, the Contractor shall maintain certification as an Authorized Dealer to sell, rent and perform maintenance on the awarded Devices throughout the life of the contract.

C.25 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

C.26 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

C.27 Nondisclosure

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

C.28 Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

C.29 Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and product, if applicable). All such items shall be delivered to County at the completion of work under the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

C.30 Participation Clause

The County desires that Municipalities, School Districts, and other Tax Districts within the County of San Bernardino requiring the same services provided herein may at their option and through the County Purchasing agent, avail themselves of this Contract. Upon notice, in writing, the Contractor agrees to the extension of the terms of a resultant contract with such governmental bodies as though they have been expressly identified in this bid, with the provisions that:

C.30.1 Such governmental body does not have and will not have in force any other contract for like purchases.

C.30.2 Such governmental body does not have under consideration for award any other bids or quotations for like purchases.

Such governmental body shall make purchases directly through and to the Contractor. The County will not be liable for any such purchase made between the Contractor and another governmental body who avails themselves of this contract.

C.31 Air, Water Pollution Control, Safety and Health

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

C.32 Records

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountancy.

C.33 Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

C.34 Release of Information

No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

C.35 Representation of the County

In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

C.36 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

C.37 Subcontracting

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel.

For any subcontractor, Contractor shall:

- 37.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- 37.2** Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- 37.3** Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities, C. General Contract Requirements and G. Insurance and Indemnification.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

C. 38 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

C.39 Termination for Convenience

The County and the Contractor each reserve the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

Rental service and maintenance service may be terminated for Due Cause immediately. Due Cause for termination shall include, but not be limited to, failure to deliver in quantities required within required lead times, failure of product(s) to meet specifications and/or for reasons of unsatisfactory service. Equipment must be pickup within thirty (30) calendar days of the end of the any termination. Contractor will be responsible for all Rental equipment pickup and return costs.

C.40 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

C.41 Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

C.42 Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

C.43 Former County Administrative Officials

Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

C.44 Disclosure of Criminal and Civil Procedures

The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been

indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

C.45 Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the County of San Bernardino as the funding agency and Contractor as the creator of the publication. No such materials, or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication.

C.46 Artwork, Proofs and Negatives

All artwork, proofs, and/or negatives in either print or digital format for anything produced under the terms of this Contract are the property of the County. These items must be returned to the County within ten (10) days, upon written notification to the Contractor. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, the Contractor will be barred from all future solicitations, for a period of at least six (6) months.

C.47 Iran Contracting Act

IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

D. TERM OF CONTRACT

This Contract is effective as of July 1, 2021 and expires June 30, 2026 but may be terminated earlier in accordance with provisions of this Contract.

E. COUNTY RESPONSIBILITIES

E.1 County shall reimburse Contractor in accordance with the fiscal provisions below.

F. FISCAL PROVISIONS

F.1 Contractor shall be compensated in accordance with the rates provided on Exhibit A hereto. The maximum amount of reimbursement/payment under this Contract shall be subject to availability of other funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

F.2 Contractor shall provide County itemized monthly invoices, in arrears, and in a format acceptable to the County for Services performed under this Contract within twenty (20) days of the end of the previous month. The County shall make payment to Contractor within sixty (60) working days after receipt of invoice or the resolution of any billing dispute.

F.3 Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

F.4 County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

F.5 Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

G.1 Indemnification

Contractor will indemnify, defend, and hold harmless County and its officers, employees, agents and volunteers, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement of any United States patent, copyright, trademark or trade secret (Intellectual Property Rights) by any goods or services. If a credible claim is made or threatened, including without limitation the filing of a lawsuit against County, or County receives a demand or notice claiming actual or potential infringement or misappropriation of any Intellectual Property Rights, County will use reasonable efforts to notify Contractor promptly of such lawsuit, claim or election. However, County's failure to provide or delay in providing such notice will relieve Contractor of its obligations only if and to the extent that such delay or failure materially prejudices Consultant's ability to defend such lawsuit or claim. County will give Contractor sole control of the defense (with counsel reasonably acceptable to County) and settlement of such claim; provided that Contractor may not settle the claim or suit absent the written consent of County unless such settlement (a) includes a release of all claims pending against County, (b) contains no admission of liability or wrongdoing by County, and (c) imposes no obligations upon County other than an obligation to stop using the goods or services that are

the subject of the claim. In the event that Contractor fails to or elects not to defend County against any claim for which County is entitled to indemnity by Contractor, then Contractor shall reimburse County for all reasonable attorneys' fees and expenses within thirty (30) days from date of invoice or debit memo from County. After thirty (30) days, County will be entitled to deduct any unpaid invoice or debit memo amount from any amounts owed by County to Contractor. This shall not apply to any judgment or settlement amount, which amounts County shall be entitled to notify, invoice or debit Contractor's account at any time; and County, at its sole discretion, may settle the claim or suit.

If, in Contractor's opinion, any goods or services become, or are likely to become, the subject of a claim of infringement of Intellectual Property Rights, Contractor may, at its option: (i) procure for County the right to continue using the goods or receiving the services; (ii) replace or modify the goods or services to be non-infringing, without incurring a material diminution in performance or function; or (iii) if neither of the foregoing is feasible, in the reasonable judgment of Contractor, County shall cease use of the goods or services upon written notice from Contractor, and Contractor shall provide County with a pro-rata refund of the unearned fees paid by County to Contractor for such goods or services.

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

G.2 Additional Insured

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

G.3 Waiver of Subrogation Rights

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

G.4 Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

G.5 Severability of Interests

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

G.6 Proof of Coverage

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

G.7 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

G.8 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

G.9 Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

G.10 Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

G.11 The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- G.11.1** Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- G.11.2** Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations).
- d. Explosion, collapse and underground hazards.
- e. Personal injury.
- f. Contractual liability.
- g. \$2,000,000 general aggregate limit.

- G.11.3** Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- G.11.4** Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

- G.11.5** Cyber Liability Insurance - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the

involved County entities and cover breach response cost as well as regulatory fines and penalties.

H. RIGHT TO MONITOR AND AUDIT

H.1 The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.

H.2 All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.

I. CORRECTION OF PERFORMANCE DEFICIENCIES

I.1 Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

I.2 In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
- b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
- c. Withhold funds pending duration of the breach; and/or
- d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
- e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

J. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

*County of San Bernardino
Purchasing Department
777 E Rialto Ave, San Bernardino CA 92415-0760*

*Konica Minolta Business Solutions U.S.A., Inc.
100 Williams Drive
Ramsey, NJ 07446*

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.


K. ENTIRE AGREEMENT

This Contract, including all Attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

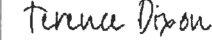
IN WITNESS WHEREOF, the County of San Bernardino and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

COUNTY OF SAN BERNARDINO


Leo Gomez, Purchasing Manager
Dated: 7/13/2021

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

(Print or type name of corporation, company, contractor, etc.)

By 
(Authorized signature - sign in blue ink)

Name Terence Dixon
(Print or type name of person signing contract)

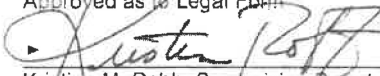
Title president
(Print or Type)

Dated: 7/2/2021

Address 3390 University Avenue 6th Fl
Riverside, Ca 92501

FOR COUNTY USE ONLY

Approved as to Legal Form


Kristina M. Robb, Supervising Deputy
County Counsel
Date 7/13/21

Reviewed for Contract Compliance
Date _____

Reviewed/Approved by Department
Date _____

EXHIBIT A - RATE SHEET GROUP A

	MANUFACTURE	MODEL	36 MONTH RENTAL RATES INCLUDES 5,000 B&W			ONE RATE RENTAL MONTHLY	PURCHASE PRICE		INCLUDED OPTIONS
			MONTHLY	B&W	COLOR		PURCHASE	MAINTENANCE /MONTH	
1	KONICA	BIZHUB 300I	\$146.77	0.0065	N/A	\$155.27	\$3,495.00	32.50/M	Bizhub Secure, Virus Scan, I-Faxes, Encrypted PDF files, KM vCare, Single Pass Duplex Doc Feeder, 8GB Memory, SSD 256GB, SSD Encryption
2	KONICA	BIZHUB 360I	\$152.88	0.0065	N/A	\$162.23	\$3,682.00	32.50/M	Bizhub Secure, Virus Scan, I-Faxes, Encrypted PDF files, KM vCare, Single Pass Duplex Doc Feeder, 8GB Memory, SSD 256GB, SSD Encryption
3	KONICA	BIZHUB 450I	\$164.00	0.0046	N/A	\$197.10	\$4,267.00	24.50/M	Bizhub Secure, Virus Scan, I-Faxes, Encrypted PDF files, KM vCare, Single Pass Duplex Doc Feeder, 8GB Memory, SSD 256GB, SSD Encryption
4	KONICA	BIZHUB 550I	\$172.47	0.004	N/A	\$217.02	\$4,664.00	20.00/M	Bizhub Secure, Virus Scan, I-Faxes, Encrypted PDF files, KM vCare, Single Pass Duplex Doc Feeder, 8GB Memory, SSD 256GB, SSD Encryption
5	KONICA	BIZHUB 650I	\$243.02	0.004	N/A	\$316.57	\$6,822.00	20.00/M	Bizhub Secure, Virus Scan, I-Faxes, Encrypted PDF files, KM vCare, Single Pass Duplex Doc Feeder, 8GB Memory, SSD 256GB, SSD Encryption
6	KONICA	BIZHUB 750I	\$271.19	0.004	N/A	\$387.39	\$7,683.00	20.00/M	Bizhub Secure, Virus Scan, I-Faxes, Encrypted PDF files, KM vCare, Single Pass Duplex Doc Feeder, 8GB Memory, SSD 256GB, SSD Encryption

EXHIBIT A - RATE SHEET GROUP A

	MANUFACTURE	MODEL	36 MONTH RENTAL RATES INCLUDES 5,000 B&W			ONE RATE RENTAL MONTHLY	PURCHASE PRICE		INCLUDED OPTIONS
			MONTHLY	B&W	COLOR		PURCHASE	MAINTENANCE /MONTH	
7	KONICA	BIZHUB c250i	\$167.25	0.0085	\$0.04500	\$219.20	\$3,815.00	42.50/M	Bizhub Secure, Virus Scan, I-Faxes, Encrypted PDF files, KM vCare, Single Pass Duplex Doc Feeder, 8GB Memory, SSD 256GB, SSD Encryption
8	KONICA	BIZHUB C300i	\$169.23	0.008	\$0.04000	\$219.23	\$3,890.00	40.00/M	Bizhub Secure, Virus Scan, I-Faxes, Encrypted PDF files, KM vCare, Single Pass Duplex Doc Feeder, 8GB Memory, SSD 256GB, SSD Encryption
9	KONICA	BIZHUB C360i	\$174.62	0.0075	\$0.04000	\$239.12	\$4,194.00	37.50/M	Bizhub Secure, Virus Scan, I-Faxes, Encrypted PDF files, KM vCare, Single Pass Duplex Doc Feeder, 8GB Memory, SSD 256GB, SSD Encryption
10	KONICA	BIZHUB C450i	\$181.19	0.0049	\$0.03500	\$311.99	\$4,792.00	24.50/M	Bizhub Secure, Virus Scan, I-Faxes, Encrypted PDF files, KM vCare, Single Pass Duplex Doc Feeder, 8GB Memory, SSD 256GB, SSD Encryption
11	KONICA	BIZHUB C550i	\$183.20	0.004	\$0.03200	\$318.95	\$4,992.00	20.00/M	Bizhub Secure, Virus Scan, I-Faxes, Encrypted PDF files, KM vCare, Single Pass Duplex Doc Feeder, 8GB Memory, SSD 256GB, SSD Encryption
12	KONICA	BIZHUB C650i	\$261.15	0.004	\$0.03000	\$441.45	\$7,377.00	20.00/M	Bizhub Secure, Virus Scan, I-Faxes, Encrypted PDF files, KM vCare, Single Pass Duplex Doc Feeder, 8GB Memory, SSD 256GB, SSD Encryption
13	KONICA	BIZHUB C750i	\$292.20	0.004	\$0.03000	\$522.25	\$8,326.00	20.00/M	Bizhub Secure, Virus Scan, I-Faxes, Encrypted PDF files, KM vCare, Single Pass Duplex Doc Feeder, 8GB Memory, SSD 256GB, SSD Encryption

EXHIBIT A - RATE SHEET GROUP B

	MANUFACTURE	MODEL	36 MONTH RENTAL RATES INCLUDES 5,000 B&W			ONE RATE RENTAL MONTHLY	PURCHASE PRICE		INCLUDED OPTIONS
			MONTHLY	B&W	COLOR		PURCHASE	MAINTENANCE /MONTH	
14	KONICA	BIZHUB 28E	\$87.11	0.01	N/A	\$69.78	\$1,195.00	45.00/M	Dual Scanner Document Feeder, V-Care, Bizhub Secure, ISO 7810 and ISO 7811/AAMVA,256 GB Solid State Drive, Memory 5 GB, Full Color Scanning, Print Status Notifier, SDD Encryption
15	KONICA	BIZHUB 4050I	\$89.53	0.009	N/A	\$76.70	\$1,409.00	45.00/M	Dual Scanner Document Feeder, V-Care, Bizhub Secure, ISO 7810 and ISO 7811/AAMVA,256 GB Solid State Drive, Memory 5 GB, Full Color Scanning, Print Status Notifier, SDD Encryption
16	KONICA	BIZHUB 4750I	\$91.05	0.009	N/A	\$68.76	\$1,134.00	50/M	Dual Scanner Document Feeder, V-Care, Bizhub Secure, ISO 7810 and ISO 7811/AAMVA,256 GB Solid State Drive, Memory 5 GB, Full Color Scanning, Print Status Notifier, SDD Encryption
17	KONICA	BIZHUB C3350I	\$93.99	0.009	0.06	\$99.19	\$1,498.00	45.00/M	Dual Scanner Document Feeder, V-Care, Bizhub Secure, ISO 7810 and ISO 7811/AAMVA,256 GB Solid State Drive, Memory 5 GB, Full Color Scanning, Print Status Notifier, SDD Encryption
18	KONICA	BIZHUB C4050I	\$103.57	0.009	0.06	\$108.62	\$1,791.00	45.00/M	Dual Scanner Document Feeder, V-Care, Bizhub Secure, ISO 7810 and ISO 7811/AAMVA,256 GB Solid State Drive, Memory 5 GB, Full Color Scanning, Print Status Notifier, SDD Encryption

EXHIBIT A - RATE SHEET GROUP C - SCANNERS

ITEM #	MANUFACTURE	MODEL	36 MONTH RENTAL	PURCHASE	MAINTENANACE PER YEAR
19	FUJITSU	FI-5950	\$508.73	\$15,556.00	\$1,824.00
20	FUJITSU	FI-6400	\$300.07	\$9,167.00	\$2,772.00
21	FUJITSU	FI-6800	\$436.20	\$13,334.00	\$129.00
22	FUJITSU	FI-7180	\$50.77	\$1,553.00	\$324.00
23	FUJITSU	FI-7240	\$41.73	\$1,275.00	\$60.00
24	FUJITSU	FI-7260	\$43.54	\$1,332.00	\$60.00
25	FUJITSU	FI-7280	\$63.48	\$1,942.00	\$324.00
26	FUJITSU	FI-7460	\$76.51	\$2,330.00	\$660.00
27	FUJITSU	FI-7480	\$102.35	\$3,108.00	\$660.00
28	FUJITSU	FI-7600	\$141.09	\$4,330.00	\$936.00
29	FUJITSU	FI-7700	\$183.82	\$5,597.00	\$1,212.00
30	FUJITSU	FI-7800	\$300.07	\$9,167.00	\$1,560.00
31	FUJITSU	FI-7900	\$436.00	\$13,334.00	\$1,560.00
32	FUJITSU	IX-1500	\$14.90	\$453.00	\$60.00
33	FUJITSU	S2050	\$22.36	\$263.00	\$84.00
34	FUJITSU	S2060W	\$35.17	\$684.00	\$96.00
35	FUJITSU	S2070	\$29.85	\$1,076.00	\$96.00
36	FUJITSU	S1300I	\$8.60	\$913.00	\$96.00
37	KODAK	710	\$69.55	\$2,124.00	\$300.00
38	KODAK	730 EX	\$63.59	\$1,939.00	\$300.00
39	KODAK	E1035	\$13.91	\$412.00	\$144.00
40	KODAK	I2900	\$87.44	\$2,670.00	\$672.00
41	KODAK	I3200	\$100.36	\$3,052.00	\$696.00
42	KODAK	I3500	\$150.04	\$4,579.00	\$696.00
43	KODAK	I4250	\$284.18	\$8,686.00	\$1,356.00
44	KODAK	I4260	\$426.26	\$13,031.00	\$2,056.00
45	KODAK	I4850	\$568.35	\$17,376.00	\$2,436.00
46	KODAK	I5250	\$852.53	\$26,071.00	\$3,300.00
47	KODAK	I5650	\$1,278.79	\$39,106.00	\$5,820.00
48	KODAK	I5850	\$2,273.40	\$69,521.00	\$8,808.00
49	KODAK	I5850S	\$2,557.58	\$78,211.00	\$8,808.00
50	SCANSNAP	N7100	\$48.22	\$1,475.00	\$324.00

EXHIBIT A - RATE SHEET

Features/Accessories/Options	36 Month Rental Cost	Price/Unit
For BIZHUB 450i & 550i	Cost Per Month	
PC-417 PAPER FEED CASSETTE (2500-SHEET)	\$13.16	\$400.00
PC-216 PAPER FEED CABINET	\$11.50	\$349.44
PC-116 PAPER FEED CABINET	\$8.07	\$245.44
DK-516 COPY DESK	\$1.74	\$52.87
LU-302 LARGE CAPACITY UNIT	\$15.20	\$462.00
LU-207 LARGE CAPACITY UNIT	\$26.98	\$820.00
MK-730 MOUNT KIT	\$7.50	\$227.93
OT-513 OUTPUT TRAY	\$0.91	\$27.73
JS-508 JOB SEPARATOR	\$4.50	\$136.93
FS-539	\$14.74	\$448.00
FS-539 SD	\$28.00	\$851.00
FS-540 100-SHEET STAPLE FINISHER	\$26.96	\$819.44
FS-540 SD 100-SHEET BOOKLET FINISHER	\$46.58	\$1,415.71
RU-513 RELAY UNIT	\$2.31	\$70.23
PK-524 2/3 PUNCH UNIT FOR FS-539	\$4.84	\$147.20
PK-526 2/3-HOLE PUNCH UNIT FOR FS-540	\$7.76	\$236.00
JS-602 JOB SEPARATOR TRAY	\$4.50	\$136.93
ZU-609 Z FOLDING UNIT	\$58.42	\$1,775.80
PI-507 POST INSERTER	\$10.64	\$323.27
FK-514 FAX KIT	\$11.55	\$351.00
MK-742 FAX MOUNT KIT	\$1.20	\$36.40
SP-501 STAMP UNIT	\$0.34	\$10.40
SPARE TX MARKER STAMP 2	\$0.20	\$6.07
LK-102 V3 I-OPTION ENHANCED PDF	\$9.41	\$286.00
LK-104 V3 I-OPTION VOICE GUIDANCE	\$8.90	\$270.40
LK-105 V4 I-OPTION SEARCHABLE PDF	\$6.62	\$201.07
LK-106 I-OPTION BAR CODE FONT	\$9.30	\$282.53
LK-107 I-OPTION UNICODE FONT	\$7.81	\$237.47
LK-108 I-OPTION OCR FONT	\$2.20	\$66.73
LK-110 V2 I-OPTION OOXML ENHANCED PDF	\$7.90	\$240.07
LK-111 I-OPTION THIN PRINT	\$1.97	\$59.80
LK-116 - LICENSE	\$3.90	\$118.50
EXTERNAL KEYBOARD	\$2.71	\$82.28
KH-102 KEYBOARD HOLDER	\$1.28	\$39.00
KP-102 KEYPAD (10" PANEL)	\$1.25	\$38.13
EK-608 LOCAL INTERFACE KIT	\$1.80	\$54.60
EK-609 LOCAL INTERFACE KIT	\$2.71	\$82.33
WT-506 WORKING TABLE	\$0.91	\$27.73
SC-508 SECURITY KIT	\$11.06	\$336.27
AU-102 Biometric Authentication Unit	\$8.98	\$273.00
AU-205HGEN2 SQ-2020-94643	\$2.74	\$83.39
AU-204H MagStripe card reader	\$2.13	\$64.83
CONVENIENCE STAPLER CS-1	\$5.55	\$168.81
MK-735 IC CARD MOUNT KIT	\$0.60	\$18.20
PEN	\$0.59	\$18.00
IM-102 INTELLIGENT MEDIA SENSOR	\$8.95	\$272.00
EM-908 1 TB SSD	\$8.07	\$245.14
KEY COUNTER MOUNT KIT 1	\$0.77	\$23.40

EXHIBIT A - RATE SHEET

Features/Accessories/Options	36 Month Rental Cost	Price/Unit
For BIZHUB 650I & 750i	Cost Per Month	
PC-417 PAPER FEED CASSETTE (2500-SHEET)	\$13.16	\$400.00
PC-216 PAPER FEED CABINET	\$11.50	\$349.44
PC-116 PAPER FEED CABINET	\$8.07	\$245.44
DK-516 COPY DESK	\$1.74	\$52.87
LU-302 LARGE CAPACITY UNIT	\$15.20	\$462.00
LU-207 LARGE CAPACITY UNIT	\$26.98	\$820.00
MK-730 MOUNT KIT	\$7.50	\$227.93
OT-513 OUTPUT TRAY	\$0.91	\$27.73
FS-539 SD	\$28.00	\$851.00
FS-540 100-SHEET STAPLE FINISHER	\$26.96	\$819.44
FS-540 SD 100-SHEET BOOKLET FINISHER	\$46.58	\$1,415.71
PK-526 2/3-HOLE PUNCH UNIT FOR FS-540	\$7.76	\$236.00
JS-602 JOB SEPARATOR TRAY	\$4.50	\$136.93
ZU-609 Z FOLDING UNIT	\$58.42	\$1,775.80
PI-507 POST INSERTER	\$10.64	\$323.27
FK-514 FAX KIT	\$11.55	\$351.00
MK-742 FAX MOUNT KIT	\$1.20	\$36.40
SP-501 STAMP UNIT	\$0.34	\$10.40
SPARE TX MARKER STAMP 2	\$0.20	\$6.07
LK-102 V3 I-OPTION ENHANCED PDF	\$9.41	\$286.00
LK-104 V3 I-OPTION VOICE GUIDANCE	\$8.90	\$270.40
LK-105 V4 I-OPTION SEARCHABLE PDF	\$6.62	\$201.07
LK-106 I-OPTION BAR CODE FONT	\$9.30	\$282.53
LK-107 I-OPTION UNICODE FONT	\$7.81	\$237.47
LK-108 I-OPTION OCR FONT	\$2.20	\$66.73
LK-110 V2 I-OPTION OOXML ENHANCED PDF	\$7.90	\$240.07
LK-111 I-OPTION THIN PRINT	\$1.97	\$59.80
LK-116 - LICENSE	\$3.90	\$118.50
EXTERNAL KEYBOARD	\$2.71	\$82.28
KH-102 KEYBOARD HOLDER	\$1.28	\$39.00
KP-102 KEYPAD (10" PANEL)	\$1.25	\$38.13
EK-608 LOCAL INTERFACE KIT	\$1.80	\$54.60
EK-609 LOCAL INTERFACE KIT	\$2.71	\$82.33
WT-506 WORKING TABLE	\$0.91	\$27.73
SC-508 SECURITY KIT	\$11.06	\$336.27
AU-204H MagStripe card reader	\$2.13	\$64.83
AU-102 Biometric Authentication Unit	\$8.98	\$273.00
AU-205HGEN2 SQ-2020-94643	\$2.74	\$83.39
CONVENIENCE STAPLER CS-1	\$5.55	\$168.81
MK-735 IC CARD MOUNT KIT	\$0.60	\$18.20
IM-102 INTELLIGENT MEDIA SENSOR	\$8.95	\$272.00
KEY COUNTER MOUNT KIT 1	\$0.77	\$23.40
EM-908 1 TB SSD	\$8.07	\$245.14
PEN	\$0.59	\$18.00

EXHIBIT A - RATE SHEET

Features/Accessories/Options	36 Month Rental Cost	Price/Unit
For BIZHUB C250i,C300i & C360i	Cost Per Month	
PC-417 PAPER FEED CASSETTE (2500-SHEET)	\$13.16	\$400.00
PC-216 PAPER FEED CABINET	\$11.50	\$349.44
PC-116 PAPER FEED CABINET	\$8.07	\$245.44
DK-516 COPY DESK	\$1.74	\$52.87
LU-302 LARGE CAPACITY UNIT	\$15.20	\$462.00
JS-506 JOB SEPERATOR	\$4.50	\$136.93
FS-539	\$14.74	\$448.00
FS-539 SD	\$28.00	\$851.00
RU-513 RELAY UNIT	\$2.31	\$70.23
FS-536 FINISHER (50 sheets)	\$14.75	\$448.35
FS-536 SD FINISHER	\$28.00	\$851.04
PK-520 PUNCH KIT FOR FS-534/FS-536	\$4.84	\$147.20
PK-524 2/3 PUNCH UNIT FOR FS-539	\$4.84	\$147.20
FK-514 FAX KIT	\$11.55	\$351.00
SP-501 STAMP UNIT	\$0.34	\$10.40
SPARE TX MARKER STAMP 2	\$0.20	\$6.07
MK-742 FAX MOUNT KIT	\$1.20	\$36.40
IC-420 IMAGE CONTROLLER	\$85.77	\$2,606.93
VI-516 INTERFACE KIT	\$5.06	\$153.69
UK-115 UPGRADE KIT FOR IC-420	\$11.23	\$341.40
EFI HOT FOLDERS & VIRTUAL S/W LICENSE	\$15.06	\$457.78
EFI AUTO TRAP S/W LICENSE	\$15.06	\$457.78
FIERY IMPOSE WITHOUT ACRBT-PTSTP	\$47.07	\$1,430.56
FIERY COMPOSE S/W LICENSE	\$20.71	\$629.44
FIERY IMPOSE-COMPOSE WITHOUT ACRBT-PTSTP	\$58.36	\$1,773.89
SB KIT FIERY CPS V4.0 INCLUDES ES-2000	\$66.27	\$2,014.22
FIERY PRODUCTIVITY PACKAGE	\$101.62	\$3,088.86
LK-102 V3 I-OPTION ENHANCED PDF	\$9.41	\$286.00
LK-104 V3 I-OPTION VOICE GUIDANCE	\$8.90	\$270.40
LK-105 V4 I-OPTION SEARCHABLE PDF	\$6.62	\$201.07
LK-106 I-OPTION BAR CODE FONT	\$9.30	\$282.53
LK-107 I-OPTION UNICODE FONT	\$7.81	\$237.47
LK-108 I-OPTION OCR FONT	\$2.20	\$66.73
LK-110 V2 I-OPTION OOXML ENHANCED PDF	\$7.90	\$240.07
LK-111 I-OPTION THIN PRINT	\$1.97	\$59.80
LK-116 - LICENSE	\$3.90	\$118.50
EXTERNAL KEYBOARD	\$2.71	\$82.28
KH-102 KEYBOARD HOLDER	\$1.28	\$39.00
KP-102 KEYPAD (10" PANEL)	\$1.25	\$38.13
EK-608 LOCAL INTERFACE KIT	\$1.80	\$54.60
EK-609 LOCAL INTERFACE KIT	\$2.71	\$82.33
WT-506 WORKING TABLE	\$0.91	\$27.73
AU-102 Biometric Authentication Unit	\$8.98	\$273.00
AU-205HGEN2 SQ-2020-94643	\$2.74	\$83.39
AU-204H MagStripe card reader	\$2.13	\$64.83
SC-509 SECURITY KIT	\$11.06	\$336.27
CONVENIENCE STAPLER CS-1	\$5.55	\$168.81

EXHIBIT A - RATE SHEET

WT-506 WORKING TABLE	\$0.91	\$27.73
AU-102 Biometric Authentication Unit	\$8.98	\$273.00
AU-205HGEN2 SQ-2020-94643	\$2.74	\$83.39
AU-204H MagStripe card reader	\$2.13	\$64.83
SC-509 SECURITY KIT	\$11.06	\$336.27
MK-735 IC CARD MOUNT KIT	\$0.60	\$18.20
PEN	\$0.59	\$18.00
EM-908 1 TB SSD	\$8.07	\$245.14
KEY COUNTER MOUNT KIT 1	\$0.77	\$23.40

MK-735 IC CARD MOUNT KIT	\$0.60	\$18.20
MK-730 MOUNT KIT	\$7.50	\$227.93
PEN	\$0.59	\$18.00
KEY COUNTER MOUNT KIT 1	\$0.77	\$23.40
IM-102 INTELLIGENT MEDIA SENSOR	\$8.95	\$272.00
EM-908 1 TB SSD	\$8.07	\$245.14

Features/Accessories/Options	36 Month Rental Cost	Price Per Unit
For Bizhub 28e	Cost Per Month	
2ND 500-SHEET PAPER CASSETTE	\$5.79	\$176.13
SCD- 26L PAPER STORAGE CABINET - LARGE	\$2.79	\$84.92
SCD-26S PAPER STORAGE CABINET - SMALL	\$2.35	\$71.36
2 BIN OUTPUT TRAY	\$1.69	\$51.50
POSTSCRIPT3 ENABLER	\$2.74	\$83.43
BARCODE/OCR ENABLER	\$3.80	\$115.36
PS3/BARCODE/OCR ENABLER	\$6.54	\$198.79
EM-905 POSTSCRIPT MEMORY UPGRADE (1GB)	\$2.71	\$82.40
SX-4600WAN WIRELESS LAN ADAPTOR	\$4.57	\$139.05
STAMP KIT FOR URADF/PINK	\$1.05	\$31.93
*ESP XG-PCS-15D NEXT GEN PCS 120V/15A	\$4.10	\$124.74
ESP ENVISIONSENSE PMS 120V/15A	\$10.86	\$330.00
CONVENIENCE STAPLER CS-1	\$5.55	\$168.81
MECHANICAL PAGE COUNTER	\$0.68	\$20.80
PTL-5-A TRAY LOCK	\$0.86	\$26.22

EXHIBIT A - RATE SHEET

Features/Accessories/Options	36 Month Rental Cost	Price per Unit
For Bizhub 4050i & 4750i	Cost Per Month	
PF-P21	\$3.65	\$111.00
PF-P25 HEIGHT ADJUSTMENT UNIT	\$3.65	\$111.00
DK-P05 COPY DESK	\$2.79	\$84.84
FS-P04 OFF LINE STAPLER	\$3.17	\$96.30
CONVENIENCE STAPLER CS-1	\$5.55	\$168.81
LK-104 V3 I-OPTION VOICE GUIDANCE	\$8.90	\$270.40
LK-105 V4 I-OPTION SEARCHABLE PDF	\$6.62	\$201.07
LK-106 I-OPTION BAR CODE FONT	\$9.30	\$282.53
LK-107 I-OPTION UNICODE FONT	\$7.81	\$237.47
LK-108 I-OPTION OCR FONT	\$2.20	\$66.73
LK-110 V2 I-OPTION OOXML ENHANCED PDF	\$7.90	\$240.07
LK-111 I-OPTION THIN PRINT	\$1.97	\$59.80
LK-116 - LICENSE	\$3.90	\$118.50
AU-205HGEN2 SQ-2020-94643	\$2.74	\$83.39
MK-P08 MOUNT KIT	\$1.13	\$34.40
AU-102 Biometric Authentication Unit	\$8.98	\$273.00
AU-204H MagStripe card reader	\$2.13	\$64.83
FK-517 FAX KIT	\$2.00	\$60.86
UK-P19 DOUBLE FEED DETECTION KIT	\$0.92	\$28.00
EXTERNAL KEYBOARD	\$2.71	\$82.28
KH-P02 KEYBOARD HOLDER	\$1.28	\$39.00
EK-P08 LOCAL INTERFACE KIT	\$1.80	\$54.60
EK-P09 LOCAL INTERFACE KIT W/ BLUETOOTH	\$2.71	\$82.33
WT-P03 WORKING TABLE	\$1.41	\$43.00
KP-102 KEYPAD (10" PANEL)	\$1.25	\$38.13
ESP DIAGNOSTIC POWER FILTER 120V//15A	\$3.34	\$101.55
ESP ENVISIONSENSE PMS 120V//15A	\$10.86	\$330.00
EM-908 1 TB SSD	\$8.07	\$245.14

EXHIBIT A - RATE SHEET

Features/Accessories/Options	36 Month Rental Cost	Price Per Uni
For Bizhub C3350i & C4050i	Cost Per Month	
PF-P21	\$3.65	\$111.00
PF-P25 HEIGHT ADJUSTMENT UNIT	\$3.65	\$111.00
DK-P05 COPY DESK	\$2.79	\$84.84
FS-P04 OFF LINE STAPLER	\$3.17	\$96.30
CONVENIENCE STAPLER CS-1	\$5.55	\$168.81
LK-102 V3 I-OPTION ENHANCED PDF	\$9.41	\$286.00
LK-104 V3 I-OPTION VOICE GUIDANCE	\$8.90	\$270.40
LK-105 V4 I-OPTION SEARCHABLE PDF	\$6.62	\$201.07
LK-106 I-OPTION BAR CODE FONT	\$9.30	\$282.53
LK-107 I-OPTION UNICODE FONT	\$7.81	\$237.47
LK-108 I-OPTION OCR FONT	\$2.20	\$66.73
LK-110 V2 I-OPTION OOXML ENHANCED PDF	\$7.90	\$240.07
LK-111 I-OPTION THIN PRINT	\$1.97	\$59.80
LK-116 - LICENSE	\$3.90	\$118.50
AU-205HGEN2 SQ-2020-94643	\$2.74	\$83.39
MK-P08 MOUNT KIT	\$1.13	\$34.40
FK-517 FAX KIT	\$2.00	\$60.86
UK-P19 DOUBLE FEED DETECTION KIT	\$0.92	\$28.00
EXTERNAL KEYBOARD	\$2.71	\$82.28
KH-P02 KEYBOARD HOLDER	\$1.28	\$39.00
EK-P08 LOCAL INTERFACE KIT	\$1.80	\$54.60
EK-P09 LOCAL INTERFACE KIT W/ BLUETOOTH	\$2.71	\$82.33
WT-P03 WORKING TABLE	\$1.41	\$43.00
KP-102 KEYPAD (10" PANEL)	\$1.25	\$38.13
ESP DIAGNOSTIC POWER FILTER 120V/15A	\$3.34	\$101.55
ESP POWER FILTER 120V/15A BASIC	\$3.18	\$96.61
ESP ENVISIONSENSE PMS 120V/15A	\$10.86	\$330.00

EXHIBIT A - RATE SHEET

Features/Accessories/Options	36 Month Rental Cost	MSRP Discount
Solutions		
Dispatcher Phoenix	TBD	5% Off MSRP
Dispatcher Paragon	TBD	5% Off MSRP
ShareScan ScanStation	TBD	5% Off MSRP
Kofax	TBD	1% Off MSRP
PrinterLogic	TBD	5% Off MSRP
PaperCut	TBD	5% Off MSRP
Prism	TBD	5% Off MSRP
Square 9	TBD	1% Off MSRP
Ysoft	TBD	5% Off MSRP
Pharos	TBD	5% Off MSRP
Hyland OnBase	TBD	1% Off MSRP
Loadbalancer.Org	TBD	5% Off MSRP
Nintex	TBD	1% Off MSRP
SharePoint Services	TBD	1% Off MSRP
Valo Solutions	TBD	1% Off MSRP
OpentText	TBD	5% Off MSRP
BPO & Scanning Services	TBD	1% Off MSRP
Netaphor SiteAudit	TBD	5% Off MSRP
Faxcore	TBD	5% Off MSRP
Jamex	TBD	5% Off MSRP
ITC Systems	TBD	5% Off MSRP
EFI	TBD	5% Off MSRP

EXHIBIT A - RATE SHEET

Features/Accessories/Options	36 Month Rental Cost	Price Per Unit
WorkPlace Hub & Edge	Cost Per Month	
DK-519 SERVER TRAY	\$59.22	\$ 1,800.00
WPH SV-101 SERVER (HPE) SKU1	\$296.10	\$ 9,000.00
WPH SV-102 SERVER (HPE) SKU2	\$490.97	\$ 14,923.08
WPH SV-103 SERVER (HPE) SKU3	\$811.11	\$ 24,653.85
SV-201 SERVER (HPE) SKU1 FOR WPH EDGE	\$325.20	\$ 9,884.62
SV-202 SERVER (HPE) SKU2 FOR WPH EDGE	\$515.01	\$ 15,653.85
SV-203 SERVER (HPE) SKU3 FOR WPH EDGE	\$832.62	\$ 25,307.69
DIGITAL WORKPLACE SERVER SV-201	\$325.20	\$ 9,884.62
DIGITAL WORKPLACE SERVER SV-202	\$515.01	\$ 15,653.85
DIGITAL WORKPLACE SERVER SV-203	\$832.62	\$ 25,307.69
MK-756 SERVER BAZEL FOR WPH EDGE	\$2.11	\$ 64.00
MK-758 KENSINGTON LOCK FOR WPH EDGE	\$1.58	\$ 48.00
MK-759 CABLE MANAGEMENT ARM FOR WPH EDG	\$1.71	\$ 52.00
WPH Small Size VM Conversion	\$19.74	\$ 600.00
WPH Medium Size VM Conversion	\$29.61	\$ 900.00
WPH Large Size VM Conversion	\$39.48	\$ 1,200.00
WPH HPE FOUNDATION CARE_3YS(NBD_US)	\$17.20	\$ 522.88
WPH HPE FOUNDATION CARE_3YS(24X7_US)	\$43.16	\$ 1,311.76
WPH HPE FOUNDATION CARE_3YS(CTR_US)	\$85.54	\$ 2,600.00
HPE FOUNDATION CARE_4YS(NBD_US)	\$40.36	\$ 1,226.67
HPE FOUNDATION CARE_4YS(24X7_US)	\$74.57	\$ 2,266.67
HPE FOUNDATION CARE_4YS(CTR_US)	\$131.60	\$ 4,000.00
WPH ED HPE FOUNDATION CARE 5YS(NBD)	\$61.93	\$ 1,882.35
WPH HPE FOUNDATION CARE_5YS(24X7_US)	\$99.67	\$ 3,029.41
WPH HPE FOUNDATION CARE_5YS(CTR_US)	\$169.92	\$ 5,164.71
WPH ED HPE FOUNDATION CARE 3YS(NBD)	\$17.22	\$ 523.53
WPH ED HPE FOUNDATION CARE 3YS(24x7)	\$43.16	\$ 1,311.76
WPH ED HPE FOUNDATION CARE 3YS(CTR)	\$85.54	\$ 2,600.00
ED HPE FOUNDATION CARE 4YS(NBD_US)	\$40.36	\$ 1,226.67
ED HPE FOUNDATION CARE 4YS(24X7_US)	\$74.57	\$ 2,266.67
ED HPE FOUNDATION CARE 4YS(CTR_US)	\$131.60	\$ 4,000.00
WPH ED HPE FOUNDATION CARE 5YS(NBD)	\$61.93	\$ 1,882.35
WPH ED HPE FOUNDATION CARE 5YS(24x7)	\$99.67	\$ 3,029.41
WPH ED HPE FOUNDATION CARE 5YS(CTR)	\$169.92	\$ 5,164.71
HPE 1420-16G SWITCH	\$5.94	\$ 180.60
WI-FI ACCESS POINT AP55C DT-107	\$9.71	\$ 295.00
POE INJECTOR MK-763	\$2.76	\$ 83.75
APC SMART UPS 1500VA LCD 120V	\$47.12	\$ 1,432.20
Micro Server NAS Drive for SKU1	\$87.59	\$ 2,662.44
Micro Server NAS Drive for SKU2	\$89.93	\$ 2,733.35
Micro Server NAS Drive for SKU3	\$107.49	\$ 3,267.25
DL325 NAS Drive for SKU1	\$250.59	\$ 7,616.69
DL325 NAS Drive for SKU2	\$387.48	\$ 11,777.39
DL325 NAS Drive for SKU3	\$254.30	\$ 7,729.60

EXHIBIT A - RATE SHEET

MFP DELIVERY CHARGE - LEVEL ONE	\$3.95	\$ 120.00
PRINTER DELIVERY CHARGE - LEVEL 1	\$2.30	\$ 70.00
BNS - WORKPLACE HUB INSTALLATION	\$13.16	\$ 400.00
BNS - EDGE INSTALLATION	\$6.58	\$ 200.00
WPH REMOTE CONFIGURATION	\$13.16	\$ 400.00
WORKPLACE GO SETUP	\$19.74	\$ 600.00
WPH STANDARD SERVICE PACK (SUBSCRIPTION)	\$6.38	\$ 194.00
SOPHOS XG FIREWALL BASIC (SUBSCRIPTION)	\$2.18	\$ 66.20
SOPHOS XG FIREWALL ADVANCE(SUBSCRIPTION)	\$3.18	\$ 96.80
SOPHOS XG FIREWALL UPGRADE(SUBSCRIPTION)	\$1.60	\$ 48.60
ACRONIS BACKUP SERVICE (SUBSCRIPTION)	\$0.33	\$ 10.00
WPH APIM SERVICES (SUBSCRIPTION)	\$2.50	\$ 76.00
4G COMMUNICATION SERVICE (SUBSCRIPTION)	\$0.07	\$ 2.00
CLOUD BKUP CAPACITY 250GB (SUBSCRIPTION)	\$1.58	\$ 48.00
WORKPLACE GO LICENSE	\$2.17	\$ 66.00
WPH Hub Monthly Service	\$10.09	\$ 306.57
WPH Edge Monthly Service	\$8.85	\$ 268.99

EXHIBIT A - RATE SHEET

Features/Accessories/Options	36 Month Rental Cost	Price Per Unit
For AccurioShine 101	Cost Per Month	
AccurioShine 101	\$282.12	\$8,575.00
MFP Delivery Charge - Level One	\$3.95	\$120.00
PROFESSIONAL SERVICES PROJECT FEE	\$39.48	\$1,200.00
AccurioShine 101 KM Gold Foil (394 ft/roll)	\$1.97	\$60.00
AccurioShine 101 KM Silver Foil (394 ft/roll)	\$1.97	\$60.00
AccurioShine 101 KM Red Foil (394 ft/roll)	\$2.14	\$65.00
AccurioShine 101 KM Green Foil (394 ft/roll)	\$2.14	\$65.00
AccurioShine 101 KM Blue Foil (394 ft/roll)	\$2.14	\$65.00
AccurioShine 101 KM Sky Blue Foil (394 ft/roll)	\$2.14	\$65.00
AccurioShine 101 KM Pink Foil (394 ft/roll)	\$2.14	\$65.00
AccurioShine 101 KM Matte Gold Foil (394 ft/roll)	\$2.14	\$65.00
AccurioShine 101 KM White Foil (394 ft/roll)	\$3.26	\$99.00
AccurioShine 101 Matte Laminate (492 ft/roll)	\$1.71	\$52.00
AccurioShine 101 Clear Laminate (492 ft/roll)	\$1.32	\$40.00
AccurioShine 101 Spot Gloss (394 ft/roll)	\$0.99	\$30.00
AccurioShine 101 Dry Coat Gloss (656 ft/roll)	\$3.13	\$95.00
AccurioShine 101 Installation & Training - KM	\$21.39	\$650.00

ATTACHMENT A
SERVICE LEVEL AGREEMENT (SLA)

between

San Bernardino County

and

Konica Minolta Business Solutions U.S.A. Inc
(CONTRACTOR)

for

Copier/Multifunction Printer Rentals and Maintenance Services

Purpose

The purpose of this Support Service Level Agreement (SLA) is to formalize an arrangement between San Bernardino County (hereinafter, the County) and the Contractor (hereinafter, the Contractor) to deliver equipment and maintenance services, at specific levels of support, and at an agreed-upon rental or purchase cost.

This SLA is intended to provide details of the provision of equipment and maintenance services by the Contractor.

This SLA will evolve over time, with additional knowledge of the client requirements, as well as the introduction of new devices and services into the support portfolio provided by the Contractor.

Scope of Agreement

The following equipment and services are provided in response to the proposal submitted by the Contractor to the County in accordance with a Request for Proposals for the No. AGENCY21-PURC-4100.

Services and Requests Covered Under This Agreement

The following services are provided by the Contractor to the County:

RENTAL AND MAINTENANCE OF COPIER/MULTIFUNCTION PRINTERS: This is all-inclusive of equipment, maintenance, parts, travel, toner, staples, and all consumable supplies except paper.

MANUFACTURER/AUTHORIZED DEALER PREVENTIVE MAINTENANCE: Preventative maintenance shall be performed as the frequency prescribed by the manufacturer per copying/printing volumes or greater frequency as needed.

CONTRACTORS RESPONSE TIME: Contractor service technicians shall have a responds time not longer than eight (8) business hours. The county expects repair technicians to respond to service calls within two (2) to four (4) hours on the average. (For example: If a service call is placed in the A.M., the County will expect a service technician to respond within 2 to 4 hours for phone diagnostics or scheduling service and arrive at the requesting location in the P.M. of that same day. The County expects the equipment to be operational within 8 business hours from the time the service call was placed.) Any delay for service in excess of eight (8) business hours shall be coordinated at the time of service request and Contractor will provide a written report to Purchasing as to why the delay occurred. Some County departments, due to the nature of their operations, require service technicians to be available twenty-four (24) hours a day, seven (7) days per week. The response time begins when the request is logged with the Contractor's problem-ticketing system and is stopped when the technician logs the arrival at the equipment site and meets with the Key Operator. Contractor must provide a contact person and phone number for emergencies during times other than normal business hours

DEVICE UPTIME LEVELS: The guaranteed in-person response time following any service call is four (4) business hours or less. If the Contractor is unable to respond¹ to any service call within four (4) hours from the time the call was placed the Contractor shall provide copies, on that device, at no charge for the following month and further meter cost reductions apply to any device that falls below 95% uptime for any twenty (20) working day period. The minimum acceptable level of *uptime* for any device shall be 95% as determined by the following formula:

$$Uptime = (Total Time^2 - Lost Time^3) / Total Time \times 100\%$$

¹ If the call can be satisfactorily resolved via telephone support, it shall be deemed an acceptable Contractor response.

² **Total Time** = Available time for 8:00 a.m. – 5:00 p.m. for 20 days (10 hours x 20 days = 200)

³ **Lost Time** = Lost time in hours. The total elapsed time, within a nine and one-half (9) hour per day, between the limits of 8:00 a.m. – 5:00 p.m., Monday – Friday, excluding public holidays that the equipment is unable to produce copies or other primary functions in accordance with the specification for reasons attributable to equipment failure or withdrawal of equipment for remedial maintenance repair or testing. Lost Time shall

- If uptime for a device falls within the 94-90% range during any twenty (20) working day period, the meterage charge to the County shall be reduced or credited by 15% on that device. One Rate rentals charge to the County shall be reduced or credited by 2% on that device for the following month.
- If uptime for a device falls within the 89-80% range for any twenty (20) working day period, the meterage charge to the County shall be reduced or credited by 30%. One Rate rentals charge to the County shall be reduced or credited by 1.5% on that device for the following month.
- If uptime for a device falls with the range of 79% or lower for any twenty (20) working day period, no monthly payment or full credit will be extended for meterage or One Rate rentals will result up to the specified monthly figure for the equipment for a one-month period.
- If a device experiences less than 95% uptime during three (3) consecutive twenty (20) working day periods, the Contractor will replace the device with an equivalent device for the remaining term of the Contract at no additional cost to the County.
- If a technician cannot satisfactorily repair a machine fault within two (2) business days, the Contractor shall provide, or loan replacement equipment equal to the existing model. The Contractor shall ensure that the loaned device connects to the network and prints with existing drivers and controllers. This loaned device shall be provided at no additional cost to the County, including no additional meter costs and no additional delivery costs, until the existing device is fully operational and functioning in the intended manner.
- In the event a device has had more than three (3) service calls for the same fault in any quarter period, a Service Supervisor/Manager shall evaluate the performance of the device and fully correct all problems with the device. If that device then requires a further service call for the same fault within the next 90 days, the Contractor will remove the device and loan the department a similar or equivalent model until the problem device is repaired and tested at the Contractor's service facility. All penalties and meter cost reductions apply to any device that falls below 95% uptime for any twenty (20) working day period.

EQUIPMENT REMOVAL OR RELOCATION: All equipment moves/relocations shall be at no charge. This includes off-site storage if required, removal, re-install, testing, and training.

AFTER HOURS SUPPORT: All requests for support for weekend hours shall be deemed to be After-Hours Support. After-Hours Support will be provided free-of-charge. **TRAINING:** On-site training shall be provided with each piece of equipment. Key Operators and selected users shall be trained for each device and all retraining shall be provided as needed. Training shall include device functionality and usage, special features, software usage, and service call generation. Additional functionality added later will be included with all upgrades, including but not limited to networking, and scanning.

NETWORK SUPPORT: Contractor support staff shall be available after market support of networking devices and assisting the County's staff. This includes conducting site surveys and proposing devices or deployment strategies.

UPGRADES TO APPLICATION SOFTWARE AND ASSOCIATED DEVICES: Occurs when an upgrade to an existing device is released; includes operating system upgrades, device upgrades, software upgrades, and manufacturer-required upgrades (Manufacturer requires the Contractor to upgrade in order to maintain Contractor support). The upgrade shall be coordinated with the preventative maintenance service calls or scheduled with the County to reduce downtime.

EQUIPMENT REPLACEMENT: For rental equipment or County owned equipment under maintenance agreement, if a device cannot be repaired on-site, a replacement of equal capability may be introduced to

commence upon notification by the Customer to the Contractor's specified service dispatch of a fault condition which prevents full utilization of the equipment and shall end when the equipment is powered up and ready to execute the County's work, and the fault call has been logged as complete by the servicing technician.

lessen downtime. If the device is un-repairable, a replacement of like or greater capability will be provided for the remaining term of the agreement. If a device will be down for more than 28.5 hours (3 business days), Contractor shall provide a temporary placement of like or greater capabilities.

Metrics Reporting

Regular reporting shall be provided annually by the Contractor to the County on available metrics as related to target performance. These reports shall be produced by the Contractor's problem-ticket system, which will detail ticket management performance against SLA targets in the Contractor's case management process.

Levels of Support

Only two levels of support are provided under this Agreement. These levels, which are integrated into the Contractor's support process, are defined as follows: *Standard Coverage* and *After-Hours Coverage*. Both levels are inclusive within the Agreement with no further cost.

This is support provided by the appropriate Contractor help desk when it receives the Support Request from the County. This represents generalist support. If this level of support cannot resolve the problem, the Support Request is passed to the Contractor's Level-2 supports, which is then passed to the support specialists.

Support Requests are taken by the Help Desk as follows:

Help Desks	Hours	Phone Contact
Standard Coverage	8:00 a.m. – 5:00 p.m., PST, Monday – Friday (After hours, leave a voice message for a return call the following business day.)	
After-Hours Coverage	5:00 p.m. – 8:00 a.m., PST, seven days a week	