

**CITY CLERK  
ORIGINAL**

C-10010  
06/08/2015

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
MOHAVE EDUCATIONAL SERVICES COOPERATIVE, INC.  
AND  
KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this <sup>8th</sup> day of June, 2015, between the City of Glendale, an Arizona municipal corporation (the "City"), and Konica Minolta Business Solutions U.S.A., Inc., a New York corporation ("Contractor"), collectively, the "Parties."

**RECITALS**

- A. On November 27, 2011, the Mohave Educational Services Cooperative, Inc. entered into a contract with Contractor to purchase the goods and services described in the Copiers and Multifunctional Digital Equipment Agreement, which is attached hereto as Exhibit A. The Copiers and Multifunctional Digital Equipment Agreement permits its cooperative use by other governmental agencies including the City. The Copiers and Multifunctional Digital Equipment Agreement is hereinafter referred to as the Cooperative Purchasing Agreement.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was January 27, 2011, until the date the contract expires on January 26, 2016.

2. Scope of Work: Terms, Conditions, and Specifications.
  - A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached hereto as Exhibit B.
  - B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporate into and are an enforceable part of this Agreement.
3. Compensation.
  - A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree otherwise, as provided in Exhibit C hereto.
  - B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed forty-nine thousand and nine hundred and ninety-nine dollars (\$49,999).
4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.
5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
6. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of AR.S. § 41-4401.

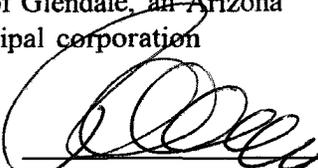
[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

"City"

City of Glendale, an Arizona  
municipal corporation

By:

  
Richard A. Bowers  
Acting City Manager

"Contractor"

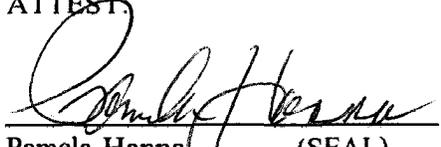
Konica Minolta Business Solutions U.S.A.,  
Inc., a New York corporation

By:

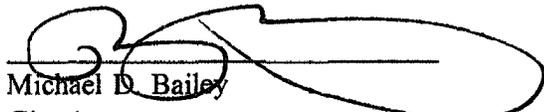
  
Name: Myrtha Eugene

Title: Assistant Secretary

ATTEST

  
Pamela Hanna (SEAL)  
City Clerk

APPROVED AS TO FORM:

  
Michael D. Bailey  
City Attorney

**EXHIBIT A**

1v1ollave Educational Services Cooperative Contract No. 10I-KMBS-0127

Offer and Contract Award

Place after Tab 1

RFP 101-0930  
Copiers and Multifunctional Digital Equipment

To Mohave Educational Services Cooperative, Inc.:

The undersigned hereby certifies understanding and compliance with the requirements in the General Terms and Conditions. Offeror further agrees to furnish materials and/or services in compliance with all terms, conditions, specifications and addenda in the solicitation and any written exceptions in the offer.

13-1921089

Federal Employer Identification Number \_\_\_\_\_

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

Company Name \_\_\_\_\_

Address 100 Williams Drive Ramsey NJ 07446

City State Zip

Telephone Number 201-825-4000 Fax 201-236-4353

Printed Name Brian Cupka Title and Secretary Vice President, Gen. Counsel

Authorized Signature *Brian Cupka*

The Contractor shall not commence any billable work or provide any material or service under this contract unless and until Contractor receives a purchase order with Mohave's review noted.

Acceptance of Offer and Contract Award (Mohave Only)

Your Proposal is Hereby Accepted:

As Contractor, you are now bound to sell the materials and/or services offered to and accepted by Mohave in accordance with the solicitation, including all terms, conditions, specifications, addenda, etc.

This Contract shall be referred to as Contract Number 101-KMBS-0127

Awarded this 27th day of JANUARY 2010.

*Tom Peeler*  
Tom Peeler, Executive Director  
Mohave Educational Services Cooperative, Inc.

## *General Terms and Conditions*

Place after Tab 3

### **CANCELLATION**

**Cancellation for bankruptcy or acquisition:** Mohave reserves the right to cancel, or suspend the use of, any contract if contractor files for bankruptcy protection, or is acquired by an independent third party.

**Cancellation for conflict of interest:** Pursuant to ARS §38-511, Mohave may cancel this contract or any purchase order issued under this contract within three (3) years after contract execution, for conflict of interest. Conflict of interest occurs if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of Mohave, is or becomes at any time while the contract or an extension of the contract is in effect, an employee of, or a consultant to, any other party to the contract, with respect to the subject matter of the contract. Mohave shall incur no penalty or further obligation if the contract is cancelled for conflict of interest. Cancellation shall be effective when the contractor receives written notice of the cancellation, unless the notice specifies a later time.

**Cancellation for convenience:** Mohave reserves the right to immediately cancel the contract without penalty or recourse, in whole or in part, when Mohave determines that action to be in the best interests of its Members. Contractor shall be entitled to receive just and equitable compensation in accordance with applicable contract pricing for work in progress, work completed and materials accepted before the effective date of the cancellation.

**Cancellation for non-performance or contractor deficiency:** Mohave may terminate any contract if Members have not used the contract in any 12-month period, or if purchase orders total less than \$100,000 per year. Mohave reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Mohave may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving Mohave reason to believe that contractor will not or cannot perform the requirements of the contract;
- Performing work or providing services under the contract prior to receiving a Mohave reviewed purchase order for such work; and/or
- Accepting non-Mohave reviewed purchase orders (under the contract).

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Mohave. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

**Cancellation for replacement:** Mohave reserves the right to cancel a contract awarded under this solicitation and replace it with a newer contract awarded to the same vendor for similar goods and services. Mohave may, at its option, either replace a contract resulting from this solicitation or delay a new award until the existing contract expires. The decision to replace the contract rests solely with Mohave.

**Contractor cancellation:** Contractor may cancel this contract at any time upon thirty (30) days prior written notice to Mohave or on the yearly anniversary of the contract. Termination shall have no effect on projects in progress at the time the notice of cancellation is received by Mohave.

**Continuation of performance:** Contractor shall continue to perform in accordance with the requirements of the contract, up to the date of cancellation and as directed in the cancellation notice.

**Gratuities:** Mohave may cancel this contract if it is found that gratuities in the form of entertainment, gifts or otherwise, were offered or given by contractor or any agent or representative of contractor, to any employee of Mohave with a view toward securing a contract or with respect to the performance of this contract. Paying the expenses of normal business meals, which are generally made available to all eligible school and government employees, shall not be prohibited by this paragraph. Samples of software, equipment or hardware provided to Mohave for demonstration or evaluation are not considered gratuities.

## ***General Terms and Conditions***

### **CERTIFICATION**

By signing the Offer and Contract Award page (page 2 of the RFP), offeror certifies the following:

- Offeror has examined and understands the terms, conditions, scope of work and specifications and other documents in this solicitation.
- The submission of the offer did not involve collusion or other anti-competitive practices. Neither signatory nor any person on his behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of a contract under this solicitation.
- Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
- Neither offeror, nor any officer, director, partner, Member or associate of offeror, nor any of its employees directly involved in obtaining contracts with the State of Arizona, Mohave Educational Services Cooperative, Inc., or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
- Offeror agrees to comply fully with any and all provisions of ARS §32-1101 et seq (Registrar of Contractors) that may regulate offeror's business. Offeror shall not discriminate against any employee, or applicant for employment in violation of federal and state laws (see Federal Executive Order 11246; ARS § 31-1461).
- Offeror is not currently suspended, debarred or otherwise precluded from participating in any public procurement activity with any federal, state or local government entity.
- If awarded a contract, offeror agrees to promote, offer and sell under Mohave contract only those materials and/or services awarded to contractor by Mohave.
- If awarded a contract, offeror will provide the equipment, commodities, and/or services to Members of Mohave in accordance with the terms, conditions, scope of work, specifications, and other documents of this Request for Proposal.
- If awarded a contract, offeror agrees that all students, staff and other individuals eligible to receive services will have equal access to the services regardless of race, religion, color, sex, disability, age or national origin (including language minority individuals).
- Offeror and all proposed subcontractors comply and shall remain in compliance with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, A.R.S. § 41-4401, and A.R.S. § 23-214, which requires compliance with federal immigration laws by Arizona employers, Arizona contractors and Arizona subcontractors in accordance with the E-Verify employee eligibility verification program.
- Offeror does not have scrutinized business operation in Sudan or Iran and complies with the Export Administration Act.

### **CLARIFICATION/DISCUSSIONS**

**Clarifications:** Clarification means communication with offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal. It is achieved by explanation or substantiation, either in response to an inquiry from Mohave or as initiated by offeror. Clarification does not give offeror an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision.

**Discussions:** After the initial receipt of proposals, Mohave reserves the right to conduct discussions with those offerors whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Mohave and offeror are conducted for the purpose of clarifications involving information essential for determining the acceptability of a proposal or that provides offeror an opportunity to revise or modify its proposal. Mohave will not help offeror bring its proposal up to the level of other proposals through discussions. Mohave will not indicate to offeror a cost or price that it must meet to obtain further consideration nor will it provide any information about other offerors' proposals or prices.

## **General Terms and Conditions (con't)**

### **CONFIDENTIAL INFORMATION**

**Confidential information request:** If offeror believes that its proposal contains trade secrets or confidential information that should be withheld from public inspection, a statement advising Mohave of this fact shall accompany the proposal, and the information shall be so identified wherever it appears. Mohave shall review the statement and shall determine in writing whether the information shall be withheld. If Mohave determines to disclose the information, Mohave shall inform offeror in writing of such determination.

**Pricing:** Mohave will not consider pricing to be confidential or proprietary.

**Public record:** All proposals submitted in response to this solicitation shall become the property of Mohave. They will become a matter of public record available for review, subsequent to award notification, under the supervision of Mohave, by appointment, at the Kingman offices.

### **CONSTRUCTION**

Contractor shall not perform any construction under this contract, if such work exceeds the construction bid limits set forth in the Arizona Procurement Code or established by the Arizona Department of Education at the time of purchase or performance. For the purposes of this contract, construction is defined as: *The process of building, altering, repairing, improving or demolishing any public structure or building, or other public improvements of any kind to any public real property. Construction does not include the routine operation, routine repair or routine maintenance of existing structures, buildings or real property.*

Offerors may sell and install finished products, materials or articles of merchandise, which are fabricated into and become a permanent fixed part of a structure. However, if the removal of the finished products, materials or articles of merchandise would cause damage to the structure or render the structure unfit for its intended use, offeror must indicate this in its proposal.

### **COOPERATIVE PURCHASING**

**Cooperative purchasing:** This contract is based on the need for Mohave to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members. Although contractors may restrict sales to certain public units (for example, state agencies or local government units), any contract that prohibits sales from being made to public school districts will not be considered.

**Cooperative purchasing agreements:** Cooperative Purchasing Agreements between Mohave and its Members have been established under ARS §41-2632 through §41-2634.

**Cooperative purchasing contracts:** Offeror agrees all prices, terms, warranties, and benefits granted by offeror to Members through this contract are comparable to or better than the equivalent terms offered by offeror to any present customer meeting the same qualifications or requirements (see **Most favored customer** under Pricing).

### **DELIVERY**

**Default in one installment to constitute total breach:** Contractor shall deliver conforming materials in each installment or lot under this contract and may not substitute nonconforming materials. Mohave reserves the right to declare a breach of contract if contractor delivers nonconforming materials to any Member under this contract.

**Defective goods:** Contractor agrees to pay for return shipment of goods that arrive in a defective or non-operable condition. Contractor shall arrange for return shipment of damaged or defective goods.

**Delivery time:** Delivery is desired within thirty (30) days of receipt of purchase order. Exceptions should be listed by offeror. Delivery time is of the essence and failure to deliver any order within the time frame specified on the purchase order may result in cancellation of that purchase order.

**Improper delivery:** Unless contrary to other parts of this solicitation, if the goods or tender of delivery fail in any respect to conform to this contract, Member may reject the whole, accept the whole, or accept any commercial unit or units and reject the rest.

**Restocking fees:** A restocking fee may only be charged on products ordered and delivered to Member's site. Restocking fees in excess of fifteen percent (15%) will not be allowed. Contractor may waive restocking fees. Shipping charges on returns must be identified.

## ***General Terms and Conditions (con't)***

### **ESTIMATED QUANTITIES**

Mohave anticipates considerable activity resulting from this solicitation. An estimate of purchases is provided in the overview of the requested materials or services. However, no commitment of any kind is made concerning quantities actually to be acquired. Mohave does not guarantee usage. Usage depends on the actual needs of Members and marketing by contractor.

### **EVALUATION & AWARD**

**Basis of award:** In accordance with R7-2-1041 through R7-2-1050 and ARS §41-2534, award(s) will be made to the responsive and responsible offeror(s) whose proposal(s) is (are) determined in writing to be most advantageous to Mohave for its Members. Mohave reserves the right to use model projects/market baskets to determine the most advantageous proposal(s). It is Mohave's intent to award a complete line of products, when possible and advantageous.

**Best and final offers:** Mohave may issue best and final offers, as authorized in R7-2-1048. Issuance of a best and final offer is not guaranteed. Proposals should be complete and meet all specifications and requirements of this solicitation.

**Competitive range:** Mohave reserves the right to establish a competitive range of acceptable proposals as part of the evaluation process. Proposals not in the competitive range are unacceptable and will not receive further award consideration.

**Criteria:** The evaluation criteria for this solicitation, in relative order of importance, are as follows: 1) conformance to the terms and conditions in the solicitation; 2) completeness of the proposal and required forms; 3) product lines offered; 4) Price, including favorable pricing for cooperative purchasing; 5) total life cycle cost and application benefits; 6) service capabilities for all regions of the state and availability of maintenance beyond warranty period; and 7) references and Past Performance Information (PPI) review.

**Deviations and exceptions to requirements:** Deviations or exceptions stipulated in a proposal may result in disqualification. Language to the effect that offeror does not consider this solicitation part of the contract may result in rejection of the proposal.

**Formation of contract:** A response to this solicitation is an offer to contract with Mohave based upon the terms, conditions, scope of work, and specifications contained in this request. A proposal does not become a contract unless and until Mohave accepts it. A contract is formed when a Mohave administrator signs the award document.

**Multiple award:** Mohave has a large number of various types of Members located throughout Arizona. To assure that our contracts meet the requirements of all Members, Mohave reserves the right to award multiple contracts. Such decision will be based upon considerations for Members' experience with existing products and systems, brand continuity for parts replacement and future expansion, contractor's ability to provide for our large, diverse Membership, geographic area(s) served, Mohave's past experience with contracts for similar product/services, and other relevant criteria. Offeror should consider the fact that Mohave may award multiple contracts in preparing their response. The decision to award multiple contracts, award a single contract, or make no award rests solely with Mohave.

A multiple award shall be made only if the procurement officer determines in writing that a single award is not advantageous to Mohave. A multiple award shall be limited to the least number of suppliers necessary to meet the requirements of the using agencies.

**Non-exclusive contract:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of Mohave's Members. Mohave and its Members reserve the right to obtain like goods and services from other sources.

**Past performance information:** Past Performance Information (PPI) is relevant information regarding a contractor's actions under previously awarded contracts to schools and local, state or federal agencies. It includes contractor's record of performance under such contracts including, but not limited to: conformance to the terms, conditions, specifications and scope of work of the contracts, responsiveness to, and correction of, contract claims and controversies, and satisfaction of the contracting entities. PPI shall be a factor in evaluation and award.

**Responsible offeror:** A responsible offeror is a firm or person with the capability to perform the contract requirements and the integrity and reliability which will assure good faith performance. Mohave must determine an offeror to be responsible before awarding a contract to offeror.

## ***General Terms and Conditions (con't)***

### **EVALUATION & AWARD (con't)**

**Responsive proposals:** A responsive proposal reasonably and substantially conforms to all material requirements of the solicitation. Proposals must be responsive to receive award consideration. Mohave reserves the right to waive minor informalities.

**Telecommunications and information systems:** Telecommunications systems and information systems shall include the following additional evaluation factors: total life cycle costs (vendor costs, total Member costs and financing costs throughout the life cycle of the system); application benefits (a quantified assessment of the benefits to be achieved in the Member and support areas through the proposal, including reasonable projected reductions in program costs and increases in productivity of personnel).

**Total costs:** Total Member costs include energy, facilities, repair costs, present values of money, vendor charges, personnel costs and all other identifiable Member costs. Vendor charges include all the costs of vendor support, materials, transportation and all other identifiable costs associated with the proposal. Vendor costs means the costs of all hardware, materials, software, transportation, vendor support and all other identifiable costs associated with the proposal. Vendor support means services provided by the vendor, such as consulting, education, training, management of the system purchased and other integration and maintenance support.

**Weighted evaluation:** Mohave reserves the right to use a point system to evaluate proposals and to assign points to the evaluation criteria as it determines most appropriate. Any offeror scoring 0 (zero) in any required area may be considered nonresponsive.

### **FEDERAL & STATE REQUIREMENTS**

**Business Operations in Sudan/Iran:** In accordance with A.R.S. 35-391.06 and 35-393.06, the Contractor shall not have scrutinized business operations in Sudan and/or Iran.

**Compliance with Federal and state requirements:** Contractor agrees, when working on any federally assisted projects with more than \$2,000 in labor costs, to comply with the Contract Work Hours and Safety Standards Act, the Davis-Bacon Act (Section 29, CFR Part 5), the Copeland "Anti-Kickback" Act, and the Equal Opportunity Employment requirements of Executive Order 11246 as amended by Executive Order 11375. In such projects, contractor agrees to post wage rates at the work site and submit a copy of their payroll to the Member for their files. In addition, to comply with the Copeland Act, contractor must submit weekly payroll records to the Member. Contractor must keep records for three years and allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with State of Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on any projects funded with Federal grant monies, contractor additionally agrees to comply with the administrative requirements for grants and cooperative agreements to state, local and federally recognized Indian tribal governments (24 CFR, Part 85, subpart 36 – procurement). This compliance includes sections regarding requirements and regulations pertaining to reporting; patent rights; copyrights and rights in data; and applicable standards, orders or requirements issued under: section 306 of the Clean Air Act; section 508 of the Clean Water Act; Executive Order 11738; EPA regulations; and standards and policies related to the Energy Policy and Conservation Act.

**Compliance with workforce requirements:** Pursuant to ARS § 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS § 23-214 subsection A, which states, "...every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program."

[To register for E-Verify, go to: <https://www.vis-dhs.com/EmployerRegistration/StartPage.aspx>.]

Mohave reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Mohave and its Members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

## **General Terms and Conditions (con't)**

### **FEDERAL & STATE REQUIREMENTS (con't)**

**Contractor Employee Work Eligibility:** By entering into the contract, contractor warrants compliance with A.R.S. § 41-4401, A.R.S. § 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Mohave and/or Mohave Members may request verification of compliance from any contractor or subcontractor performing work under this contract. Mohave and its Members reserve the right to confirm compliance. Should Mohave or its Members suspect or find that the contractor or any of its subcontractors are not in compliance, Mohave may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary for compliance are the responsibility of the contractor.

**Non-compliance:** All federally assisted contracts to Members that exceed \$10,000 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, offeror must agree to meet any federal, state or local requirements, as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

**Offshore Performance of Work Prohibited:** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

**Terrorism Country Divestments:** In accordance with A.R.S. 35-392, Mohave and its Members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

### **FORCE MAJEURE**

Except for payments of sums due, neither party shall be liable to the other, nor be deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence, including, but not limited to the following: acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; snow; earthquakes; tornadoes or violent winds; hail storms; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring it notifies the other party of the existence of the force majeure, and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the contract. Force majeure shall not include late deliveries of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences. If either party is delayed at any time by force majeure, the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.

### **FORM OF CONTRACT**

**Contract type:** The term contract shall be a percent of discount off manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities.

**Form of contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a firm submitting an offer requires Mohave and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

## ***General Terms and Conditions (con't)***

### **FORM OF CONTRACT (con't)**

**Vendor contract documents:** Mohave will review proposed vendor contract documents. Vendor's contract document shall not become part of Mohave's contract with vendor unless and until an authorized representative of Mohave reviews it.

**Parol evidence:** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

### **INDEMNIFICATION**

**General indemnification:** To the extent permitted by law, Mohave and its Members shall be indemnified and held harmless by contractor for its vicarious liability as a result of entering into this contract. Each party to the contract is responsible for its own negligence.

**Modification by Member:** Contractor shall have no obligation with respect to any patent and copyright infringement claim based upon Member's modification of the equipment and/or software, or its operation or use with apparatus, data or programs not furnished by contractor. However, one Member's action will not preclude contractor's obligation to others not having modified their equipment or software.

**Patent and copyright indemnification:** To the extent permitted by law, contractor shall indemnify and hold harmless Mohave and its Members against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of contract performance or use by Mohave and its Members of materials furnished or work performed under this contract. Mohave and its Members shall reasonably notify contractor of any claim for which it may be liable under this paragraph.

### **INSTALLATION**

Equipment installation should be done in a reasonable amount of time and be scheduled directly with the Member. Installation shall be in accordance with the manufacturer's instructions and shall be accomplished by skilled and properly licensed individuals.

### **INQUIRIES**

Any question related to this solicitation shall be directed to Mohave. Mohave may require any and all questions to be submitted in writing. Inquiries may be faxed (928-718-3238) or e-mailed to [contracts@mesc.org](mailto:contracts@mesc.org), or via phone (928-753-6945). Mailed inquiries should not have the solicitation number on the envelope since it might be confused with a sealed proposal response and not be opened until the due date and time.

### **INSURANCE**

**Liability insurance:** Unless otherwise modified elsewhere in this solicitation, prior to commencing services under this contract, contractor shall procure and maintain during the life of this agreement comprehensive public liability insurance, to include automobile liability, providing limits of not less than \$1,000,000 per occurrence. Evidence of the required insurance shall be provided by means of a certificate of insurance naming Mohave as the certificate holder. In addition, contractor must be willing to provide, upon request, identical certification of insurance to any Member using this contract.

**Subcontractor insurance:** Prior to commencing any work, any subcontractor shall procure and maintain at its own expense until final acceptance of the work, insurance coverage in a form and from insurers acceptable to the prime contractor. All subcontractors will provide worker's compensation insurance, which waives all subrogation rights against the prime contractor and Member.

**Workers compensation insurance:** Contractor shall also procure and maintain during the life of this agreement, workers' compensation insurance for all of contractor's employees engaged in work under the contract. All workers' compensation insurance will be in compliance with state statute and evidenced by a certificate of insurance.

### **LEASES AND RENTALS**

**Availability of leasing:** Leasing plans offered for the contract must be priced as specified in Tab 6. However, Members shall have the right to choose a different leasing company. Leases with options to purchase must be described. Rental plans should not include end-of-rental-term buy out.

## General Terms and Conditions (con't)

### LEASES AND RENTALS (con't)

**Lease requirements:** Mohave must be apprised of Member's intent to lease prior to processing a purchase order. Mohave will not collect monthly lease payments. Offeror agrees that leases will be in compliance with the Uniform Commercial Code. All terms of leasing must be included in the proposal, with interest rates described as a relation to a recognized index or standard acceptable to Mohave. Offeror must indicate if the shipping costs for return of leased or rented equipment is Member's responsibility, and what that cost will be. Since Arizona public agencies do not pay property tax, no leasing party may charge property taxes to Member.

**Sell or assignment of lease:** No sale of a lease contract to a third party will be made without informing Member of the transfer. If contractor sells a lease contract to a third party, the cost of return of the product must not be greater than the cost of return to the original vendor.

### LICENSES

Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Mohave reserves the right to stop work and/or cancel the contract of any contractor whose license(s) expire, lapse, are suspended or terminated.

### MAINTENANCE

**Maintenance facilities and support:** It is preferred that each contractor should have maintenance facilities and a maintenance support system available for servicing products in all parts of Arizona. If a third party is used to provide maintenance or warranty work, offeror must include details of any such arrangement in the proposal. Trained and qualified technicians shall be available to cover all parts of the state. It is preferred that maintenance service in metropolitan areas of Arizona be available within eight hours; service in rural areas within 24 hours, or next day. Maintenance facilities must have sufficient parts inventory to provide quality service on products sold to Members.

### MANUFACTURER'S REPRESENTATIVE

**Manufacturer support:** Offerors submitting proposals as a manufacturer's representative must be able, if requested by Mohave, to supplement the offer with a letter from the manufacturer certifying that offeror is a bona fide dealer for the equipment offered, that offeror is authorized to submit an offer on such equipment, and which guarantees that should offeror fail to satisfactorily fulfill any obligations established as a result of the award of contract, the manufacturer will either assume and discharge such obligations or provide for their competent assumption by one or more bona fide dealers for the balance of the contract period.

### OFFER ACCEPTANCE PERIOD/WITHDRAWAL

**Late offers:** Except as authorized by ARS §41-2534 and/or R7-2-1044, late offers shall not be considered. Late offers will be returned, unopened, within ten (10) days of request.

**Offer acceptance period:** A proposal submitted in response to this solicitation shall be valid and irrevocable for ninety (90) days after opening time and date.

**Withdrawal of proposal:** At any time prior to the specified due date and time, offeror may withdraw his proposal. After the opening time and date, proposals may not be withdrawn, except as allowed by R7-2-1049.

### ORDERING CYCLE

**Acceptance of orders by Contractor:** All quotations provided to Members must be based on prices in the contract and include the correct Mohave contract number. Contractor may only refuse a Mohave reviewed order under this contract after providing written documentation acceptable to Mohave describing the circumstances that warrant refusal. Improper documentation and/or frequent refusals may result in contract cancellation.

**Acceptance of orders by Mohave:** This contract is for the sole use of Mohave and its Members. Mohave reserves the right to require Contractor to reject any purchase orders received from Members based on this contract, without cause.

## ***General Terms and Conditions (con't)***

### **ORDERING CYCLE (con't)**

**Audit of Contract Activity:** Mohave will audit some of the purchases made under this contract. The Contractor agrees to provide all documentation necessary for Mohave to audit purchases made under contract including invoices, credits and statements issued to Members in a timely fashion.

**Contractor contacts:** Contractor agrees to assign only one contact person for each of the following: administration, audit, escalation and reconciliation. These contacts may be the same person, with the exception of the escalation contact. The name(s) of the contact persons will be provided to Mohave.

**Open order reports:** Mohave will send contractor an open order report on a periodic basis. Contractor agrees to reply to information requests in a timely fashion.

**Orders in process:** Member purchase orders dated on or before the contract cancellation and/or expiration date, will be processed and are considered valid until order fulfillment. Any such orders must be in the possession of Mohave within a reasonable amount of time.

**Purchase verification:** It is the Member's independent responsibility to verify that quotations and purchase orders comply with the terms of the award of a contract or procurement.

**Quotations:** Quotations with no end date are considered invalid after sixty (60) days from the issue date.

### **OVERVIEW**

**Advertising:** Offeror shall not advertise or publish information concerning this solicitation prior to an award being announced by Mohave. After award, contractor(s) may advertise the availability of products and services to Members. Any promotional marketing materials using the Mohave logo must be approved by a Mohave Contract Specialist in advance.

**Applicable law:** Contract shall be governed by the laws of the State of Arizona, and suits pertaining to the contract may be brought only in courts in the State of Arizona.

**Application of law:** The Arizona Procurement Code, the Arizona State Board of Education School District Procurement Rules, and the Uniform Commercial Code (UCC) as adopted by the State of Arizona, are part of this document as if fully set forth herein. Any provision or clause required by law, rule or regulation to be included in the contract will be read and enforced as if in the contract, whether or not physically included. If any such provision is not included, or is not correctly included, contract will be amended in writing to make such inclusion or correction upon application from either party to contract.

**Arbitration:** After exhausting applicable administrative review, the parties to this contract may agree to resolve disputes arising out of or relating to this contract through arbitration, to the extent allowed by law.

**Assignment:** Contractor shall assign no right or interest in this contract without prior written permission from Mohave. No delegation of any duty of contractor shall be made without prior written permission from Mohave. Mohave shall not unreasonably withhold approval and shall notify contractor of its decision within fifteen (15) days of receipt of written notice from contractor.

**Audit rights:** In accordance with applicable Arizona law, contractor's books and records related to this contract may be audited at a reasonable time and place, for the term specified in ARS § 41-2548.

**Brand names:** The names of major businesses and their products that appear without the trademark or service mark remain the property of their respective owners.

**Captions, headings and illustrations:** The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of perusal only, and in no way define, limit or describe the scope or intent of the request.

**Competitive sealed proposals:** As required in ARS §41-2534 (A) and R7-2-1041 (A, B), Mohave has determined that competitive sealed bids are neither practical nor advantageous for this solicitation.

## **General Terms and Conditions (con't)**

### **OVERVIEW (con't)**

**Contract claims or controversies:** The requirements of the Arizona State Board of Education School District Procurement Rules and the Arizona State Procurement Code shall govern any contract awarded as a result of this solicitation, as well as any contract claims or controversies associated with it.

Formal contract claims and controversies between a Member and Mohave vendor shall be resolved in accordance with R7-2-1155 through R7-2-1159, or ARS, Title 41, Chapter 23, Article 9, as applicable. The Member's authorized representative shall serve as the district representative for resolution of such claims and controversies. ARS, Title 41, Chapter 23, Article 9 and the rules promulgated under it, or R7-2-1155 through R7-2-1159, as applicable, provide the exclusive procedure for asserting a cause against the Member under the contract.

**Definition of time:** Periods of time, stated as a number of days, shall be in calendar days, not business days.

**Eligible agencies:** Any contract awarded from this solicitation shall be available to any and all Mohave Members. Member is defined as a local or public procurement unit, or a governmental public entity that is a political subdivision for purposes of federal income tax, or a nonprofit educational or public health institution that is a political subdivision for purposes of federal income tax or meets the requirements of section 115 of the Internal Revenue Code. Mohave has over 380 Members including public school districts, community colleges, city and county governments and political subdivisions throughout Arizona. A list of Members may be found on Mohave's website, [www.mesc.org](http://www.mesc.org). Actual use of any contract will be at the sole discretion of Mohave's Members.

**Liens/serial numbers:** All materials and services shall be free of liens. Offers must be for equipment on which the original manufacturer's serial number has not been altered in any way.

**Novation:** If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Mohave reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.

**Offeror qualifications:** Offeror shall have extensive knowledge and at least three (3) years experience with the installation, maintenance and provision of the equipment, software or services offered. Mohave reserves the right to accept or reject newly formed companies solely based on information provided in the proposal and/or its own investigation of the company.

### **Order cycle overview:**

1. Member forwards purchase orders to Mohave that lists the contract number. Vendor listed on purchase order is contract vendor.
2. Mohave reviews and emails Member order to contract vendor.
3. Contract vendor provides product/services.
4. Contract vendor invoices Member.
5. Member pays contract vendor.
6. Contract vendor sends Reconciliation Report to Mohave.
7. Contract vendor remits administration fee monthly, based on invoices paid.
8. Mohave audits selected purchases.

**Order of precedence:** In the event of a conflict in the provisions of the contract as accepted by Mohave, the following order of precedence shall prevail:

1. Special terms and conditions
2. General terms and conditions
3. Specifications and scope of work
4. Attachments and exhibits
5. Documents referenced or included in the solicitation

**Pricing extension errors:** In case of error in extension of prices in the offer, unit prices shall govern.

## **General Terms and Conditions (con't)**

### **OVERVIEW (con't)**

**Proposal opening:** Proposals shall be opened immediately following the proposal due date and time. The name of each offeror shall be publicly read and recorded in the presence of witnesses. All information in the proposals shall remain confidential until after award of contracts, with the exception of review by Mohave staff and selected evaluators.

**Relationship of the parties:** Vendors receiving contracts under this solicitation are independent contractors. Neither party to the contract, nor any Member, shall be deemed to be the employee of another party to the contract.

**Removal from potential bidders list:** Any offeror submitting a perfunctory proposal with no serious intent of being accepted, may be removed from Mohave's potential bidders list. Any vendor not responding to two (2) consecutive Requests for Proposals for similar procurements may be removed from the potential bidders list for those items or services. A "no bid" response or request to remain on the list is sufficient to keep a vendor on the potential bidders list.

**Severability:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

**Successful performance:** The sections of solicitation defining the scope of services, requirements, qualifications, etc., are not to be construed as a complete listing that exempts successful offeror from reasonable services required to ensure successful performance under the contract.

**Title:** Purchase orders placed under this contract are on behalf of its Members. As such, title to goods passes directly from Contractor to Member. Title does not pass to Mohave. Mohave is not a reseller of goods.

### **PAYMENT**

**Billing:** All invoices shall list the applicable Member purchase order number and Mohave contract number. Contractor will invoice Members directly. Late fees are not permitted. All transactions are payable in U.S. currency only.

**Contacting Member about payment:** Contractor may contact Member for payment for a product or service delivered to the Member under the contract. Such contact shall be professional and courteous.

**Correct billing:** Contractor's invoice must match the purchase order. If discovered, incorrect invoices resulting in excess charges must be corrected by Contractor, no matter the cause of the error. Any excess payment must be returned to Member within the time allowed by law, in the form of a check or credit memo, as determined by the Member.

If a Member is invoiced at less than contract prices, contract vendor will invoice the Member for the difference unless Mohave approves the undercharge.

If contract pricing in effect on the contract has gone down between the time of the order and the invoice date, vendor may invoice at the current contract price.

**Credit hold:** Contractor agrees to advise Mohave's assigned Contract Specialist of a Member(s) being placed on credit hold, within five (5) days of the action.

**Payment time:** Payment terms are Net thirty (30) days from receipt of Contractor's invoice.

## **General Terms and Conditions (con't)**

### **PAYMENT (con't)**

**Progress payments:** Mohave will permit Members to make progress payments under the following conditions: 1) Member and Contractor agree to the terms of the progress payments prior to issuing a purchase order; 2) the purchase order describes the amounts/percentages to be paid and the dates/frequency of payment; 3) Member accepts responsibility for verifying the validity of each payment application; 4) payments are made only after goods and/or services are verified; and 5) any such payments be made in full compliance with Member's local governing entity rules and any and all other applicable state rules and regulations.

**Quick pay discounts:** Quick pay discounts may be offered to Members, provided they have received the materials or services, and that such discounts are available equally to all Members. Mohave must approve such discounts in writing, in advance.

**Reporting and Payment of Administration Fees to Mohave:** The Contractor agrees to provide a Reconciliation Report detailing activity under the contract, and payment for Mohave administration fees for invoices paid in the previous month. Items in the report must include Member names, PO numbers, amounts, administration fees, invoice numbers, and credit/return information for all paid invoices in the prior month. Payment and report are due as per a schedule agreed upon by Mohave and Contractor. The initial due date shall be the 10<sup>th</sup>, 20<sup>th</sup> or 30<sup>th</sup> of the following month and will be specified in an award notification letter. If no invoices were paid under the contract in the previous month, the Contractor will provide notice of no activity. A sample reconciliation report is available at our website ([www.mesc.org/solicitations/sample\\_recon.xls](http://www.mesc.org/solicitations/sample_recon.xls))

**Vendor invoice:** Vendor shall invoice Member after delivery of goods and/or services. Goods and services shall be invoiced at applicable contract prices, which include Mohave's 1% administration fee. Invoice must include Member purchase order number and Mohave contract number.

Vendor shall invoice Member for the item cost(s) including Mohave's administration fee, calculated at .0099 of the original subtotal amount. The Mohave administrative fee shall not be calculated on ancillary charges (e.g. performance bonds, shipping, transaction privilege tax, travel, lodging, meals & incidental expenses (M&IE), permits, etc.).

**Vendor payment:** Member shall issue payment to vendor after receipt of invoice.

### **PREPARATION OF PROPOSAL & PROPOSAL FORMAT**

**Amendment of proposal:** A proposal may be amended up to the time of opening by submitting a sealed letter to the place indicated on the front of the solicitation.

**Compliance with instructions:** Offeror's ability to follow proposal preparation instructions in this solicitation will be considered an indicator of offeror's ability to follow instructions should it receive an award as a result of this solicitation. The quality of organization and writing reflected in the proposal will be considered to be an indication of the quality of organization and writing which would be prevalent if a contract is awarded. As a result, the proposal will be evaluated as a sample of data submission. Subjective judgment on the part of Mohave's evaluators is implicit in this process.

**Cost of proposal preparation:** Mohave will not reimburse the cost of developing, presenting, or providing any response to this solicitation.

**Offeror responsibility:** Offeror shall examine the entire solicitation, seek clarification of any item or requirement that may not be clear, and check all responses for accuracy before submitting proposal. Failure to examine any requirements shall be at offeror's risk. Negligence in preparing an offer confers no right of withdrawal after due date and time.

**Proposal forms:** The forms and format contained in the solicitation shall be used. Offerors may reproduce the forms and retype the information, but all of the required information must be presented in the tab order requested. Telegraphic, electronic mail, or faxed proposals shall not be considered.

## **General Terms and Conditions (con't)**

### **PREPARATION OF PROPOSAL & PROPOSAL FORMAT (con't)**

**Proposal submittal:** One (1) original and one complete copy of your proposal shall be submitted in a three-ring loose-leaf binder on the forms and in the format contained in the solicitation. Proposal shall contain all descriptive literature, specifications, samples and any other information required by the solicitation. Include a CD or similar electronic media device (DVD, USB thumb drive, etc.) with electronic copies of your submitted documents, if available.

Proposals must be completed in ink, on a computer, or typewritten. No pencil submissions are allowed. Forms may be filled out by hand, but must be legible. Illegible or vague offers may be rejected.

**Receipt of proposals:** Proposals must be in the actual possession of Mohave on or prior to the exact time and date set for proposal opening.

**Sealed envelope or package:** Proposal shall be submitted to the proper location in a sealed and properly identified envelope or package, as specified on page 1 of this solicitation.

**Signature(s) on proposals:** The offer and contract award document must be submitted with an original ink signature by the person authorized to sign the offer. The person signing offer shall initial erasures, interlineations or other modifications in proposal. Failure to sign the offer and contract award document, or to make other notations as indicated, may result in rejection of proposal.

**Wording in response:** Offeror shall indicate "comply" or "deviate" for each specification where requested in proposal document. Details for any and all deviations shall be provided, as requested. Deviations may be accepted or rejected by Mohave, and Mohave's decision shall be final.

### **PRICING**

**Administration fee:** Mohave's 1% administration fee shall be included in offeror's net price. Contractor shall not add the administration fee to approved contract prices. The value of trade-ins or rebates shall not affect the amount of administration fee paid to Mohave.

**Application of pricing:** The date Mohave receives a Member's purchase order will determine the contract pricing that is in effect for that order.

**Basis for pricing:** Contract pricing under this RFP must be based upon:

- 1) Fixed discount(s) off published price list(s) or catalog(s)
- 2) Firm fixed price with economic adjustment (contingencies for economic price adjustments must be identified in the proposal)
- 3) A combination of the above

**Catalogs/price lists:** A copy of the latest edition of the price list or catalog to which discount shall be applied shall be included with proposal. Offeror shall attach all applicable price lists or catalogs. Submission of outdated price lists or catalogs may result in rejection of proposal.

**Combination pricing:** Offers for combination contracts shall clearly identify items covered by discount(s) and those with fixed prices. Prices for such contracts shall be adjusted as identified for the appropriate contract type above.

**Decimal Places:** Pricing shall use a maximum of three (3) decimal places, unless specified otherwise.

**Discounts:** Discount offers must clearly identify percent of discount to apply to contract. If multiple discounts apply, offeror shall clearly indicate the discounts and applicable materials or services. Offeror shall agree that there will be no reduction in discount(s) during the term of contract.

**Effect of price:** The cost or price of offeror's goods or services will not cancel technical competence as identified in solicitation. Cost is an important factor. However, no contract shall be awarded solely on the basis of price.

**Fixed prices:** Fixed price offers shall include prices for any and all items. Fixed prices shall be firm until each anniversary date of contract, unless there is an occurrence of one or more economic price adjustment contingencies outlined in proposal. If price adjustment contingencies occur, or not less than thirty (30) days prior to each contract anniversary date, contractor may submit a fully documented request for price adjustment to Mohave. The documentation must substantiate that any requested price increase was clearly unpredictable at the time of proposal submittal and results from an increased cost to contractor that was out of contractor's control.

## **General Terms and Conditions (con't)**

### **PRICING (con't)**

**Fixed price review:** Mohave will review requests for fixed price adjustments to determine if the new prices or another option is in the Members' best interests. New fixed prices shall apply to the contract upon approval from Mohave. Price changes shall be a factor in contract renewal.

**Most favored customer:** Nothing in this solicitation is intended to establish a most favored customer relationship between Mohave and contractor. Contractor may respond to any solicitation without regard to this contract. If contractor offers lower prices to any of its other customers, it may lower its prices to Mohave at the same time by written notice.

**New catalogs/price lists:** New price lists or catalogs may be submitted for review throughout the term of the contract. Mohave will review new price lists or catalogs to determine if the new prices or an alternative option is in the Members' best interests. New price lists or catalogs shall apply to the contract only upon approval from Mohave. New price lists or catalogs found to be non-competitive at any time during the contract will be grounds for terminating the contract.

**Overcharges by antitrust violations:** Mohave maintains that overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, contractor assigns to Mohave any and all claims for such overcharges as to the goods or services used to fulfill the contract.

**Percent of discount as fixed price:** Percent of discount offers that are not based upon published price lists or catalogs will be administered as fixed price contracts.

**Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Mohave. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Mohave has approved the new prices prior to any offer of the prices to a Member. Contractor shall offer Mohave any published price reduction during the contract period.

**Reimbursement for Transportation, Mileage, Lodging, Meals and Incidental Expenses (M&IE):** Contractor may charge for transportation, mileage, lodging, M&IE, costs for out of area employees working in state under this contract. Out of area is defined as 50 miles from the point of origin. An overnight stay is required for lodging reimbursement. Mileage reimbursement shall be at a specified rate. Transportation charges are separate from mileage, and may include airfare, car rental, etc.

Reimbursements under this section shall not exceed the rates listed in approved pricing, and may not exceed the actual charge. To be eligible for reimbursement, estimated charges must be on the quote and approved by the Member. Receipts for such reimbursements must be provided upon request from the buying Member.

**Travel Time, Mobilization, and Trip Charges:** Contractor may charge for travel time, mobilization, or trip charges under this contract. Travel time is a labor rate charged for time in transit to and from a job site, per person. Travel time may be used with mileage reimbursement, but shall be listed separately. Travel time charges are only applicable for out of area employees working in state under this contract. Out of area is defined as 50 miles from the point of origin.

Mobilization or trip charges are charges for the movement of equipment to the jobsite necessary to complete a job. Mobilization or trip charges may be based on mileage from the point of origin. Charges under this section shall not exceed the rates listed in approved pricing. Such charges must be on the quote and approved by the Member.

**Special pricing offers:** Special pricing offers (i.e., volume discounts) must apply to all Mohave orders of similar size and scope. Special pricing limited to a single Member is not acceptable. Special academic pricing shall be available to all eligible Members. Mohave must approve special pricing before it is offered to any Member.

**Telecommunications and information systems:** All vendors of telecommunication and information systems must include information on the total life cycle cost and application benefit to the Member. A telecommunication system includes, but is not limited to: all instrumentalities, facilities, apparatus and services for the transmission and reception of messages, impressions, signs, signals, pictures, sounds or any other symbols by wire, radio, optical cable, electromagnetic or other similar means. An information system is a system of hardware, software or vendor support that processes information or data by electronic data processing methods and devices.

## ***General Terms and Conditions (con't)***

### **PRODUCT LINES**

**Current products:** Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.

**Discontinued products:** If a product or model is discontinued by the manufacturer, contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

**New products:** New products that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. Mohave may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Mohave may reject any additions without cause.

**Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

**Product line:** Offerors with a published catalog may submit the entire catalog. Mohave reserves the right to select products within the catalog for award without having to award all contents. Mohave may reject any addition of equipment options without cause.

### **PROTESTS**

Protests shall be filed with the district representative Tom Pcelar, the Executive Director of Mohave, and shall be resolved in accordance with ARS, Title 41, Chapter 23, Article 9 and State Board Rules R7-2-0930 through R7-2-1195. *A protest must be in writing and must be filed with the Executive Director of Mohave at 625 E. Beale Street, Kingman, Arizona, 86401.* A protest of a solicitation must be filed with the Executive Director before the solicitation due date and time. A protest of a proposed award or awards must be filed within ten (10) days after the protester knows or should have known the basis of the protest, whichever is earlier. A protest filed on the tenth day must be received by 5:00 pm, MST. A protest must include:

- The name, address and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by contract number;
- A detailed statement of the legal and factual grounds of protest including copies of any relevant documents; and
- The form of relief requested.

Should Mohave prevail in an appeal of a decision issued by the Executive Director, appellant waives any objection to the hearing officer awarding Mohave its reasonable attorneys fees and costs.

### **RIGHT TO ASSURANCE**

Whenever one party to the contract has a good faith reason to question the other party's intent to perform, he may demand that the other party give written assurance of its intent to perform. If a demand is made and no written assurance is given within ten (10) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

### **SAFETY STANDARDS**

Items supplied under the contract shall comply with applicable Occupational Safety & Health Standards of the Arizona Industrial Commission, National Electric Code, and National Fire Protection Association Standards.

### **SAMPLES**

**Sample evaluation:** Samples will be compared to proposal specifications and evaluated as to materials used in construction, quality and workmanship, durability, adaptability to the use for which the items were intended, and overall appearance.

## **General Terms and Conditions (con't)**

### **SAMPLES (con't)**

**Sample requirements:** Samples may be required prior to awarding a contract. Offeror shall provide adequate samples and detailed specifications for any item offered. Samples must be submitted within ten (10) days of request from Mohave.

**Sample submittals:** Samples shall be free of charge and submitted and removed by offeror at offeror's expense. Award samples may be held for comparison with deliveries. Mohave shall not be held responsible for samples damaged or destroyed in examination or testing. Samples not removed within thirty (30) days after notice to offeror will be considered abandoned, and Mohave shall have the right to dispose of them.

### **SHIPPING**

**Shipping terms/transfer of title:** Shipments shall be F.O.B. destination. Title and risk of loss of material shall not pass to Member until Member receives the material at delivery point, unless otherwise provided in the contract.

**Shipment under reservation:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.

**Shipping charges:** Prices that include shipping to any location in Arizona, delivered to the specific receiving point identified in the purchase order, are preferred. If shipping is charged, it shall be prepaid and the actual cost added to the invoice. Shipping charges as a percentage of purchase price may be offered, if offeror agrees that Member will not be charged more than the actual invoiced amount for shipping. If contractor requires Member to pay for shipping, weight of the empty container and any material used for packing shall be of the lightest weight practical for safe delivery of the contents.

**Shipping errors/risk of transportation:** Shipping errors will be at contractor's expense. If contractor ships a product that was not ordered, contractor shall pay for return shipment at the convenience of Member. All risk of transportation and all related charges shall be contractor's responsibility. Contractor shall file all claims for visible or concealed damage. Mohave or Member will notify contractor promptly of any damaged goods and shall assist contractor in arranging for inspection.

### **SITE REQUIREMENTS**

**Cleanup:** Contractor shall clean up and remove all debris and rubbish resulting from his work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

**Contractor Employee Fingerprinting:** Contractor, subcontractors or vendors and their employees working under an awarded contract who are required to provide services on a regular basis at an individual school, shall obtain and present a valid Department of Public Safety fingerprint clearance card in accordance with A.R.S. § 15-512 (H). The fingerprint card shall be issued pursuant to Title 41, Chapter 12, Article 3.1. Charges for such fingerprint checks will be the responsibility of the contractor, subcontractor, vendor or individual employee as determined by the buying Member.

An exception to this requirement may be authorized in Member's Governing Board policy, for persons who, *"as part of the normal job duties of the persons, are not likely to have independent access to or unsupervised contact with pupils."*

Contractor, subcontractors or vendors and their employees shall not provide services on school district property until so authorized by the school district. Additionally, contractor shall comply with applicable governing board fingerprinting policy(ies) at the school district where services are provided.

**Preparation:** Contractor shall not begin a project for which Member has not prepared the site, unless contractor does the preparation work at no cost, or until Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

## **General Terms and Conditions (con't)**

### **SITE REQUIREMENTS (con't)**

**Registered sex offender restrictions:** For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Contractor must identify any additional costs associated with compliance of this term. Include such costs in Tab 6. If no costs are specified, compliance with this term will be provided at no additional charge.

**Safety measures:** Contractor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public, and existing structures from injury or damage.

**Smoking:** Persons working under the contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

**Stored materials:** Upon prior written agreement between the contractor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the contractor against loss and damage. Contractor agrees to provide proof of coverage and/or addition of Member as an additional insured upon Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Member, it shall be the Contractor's responsibility to protect all materials and equipment. The Contractor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.

### **SPECIFICATIONS**

**Compliance with specifications:** The fact that a manufacturer, supplier or offeror chooses not to produce or supply equipment, supplies or services to meet the specifications will not be considered sufficient cause to adjudge the specifications as restrictive. Offerors shall offer equipment, supplies, and/or services they believe come closest to meeting specifications.

**Deviations from specifications:** Offeror shall provide an explanation for each deviation to the specifications. Failure to detail deviations may result in rejection of the proposal.

**Purpose of specifications:** Specifications are designed to enable offeror to satisfy a requirement for a product, material, process, or service. A specification may be expressed as a standard, part of a standard, or independent of a standard. No specification is intended to limit competition by eliminating items capable of satisfactorily meeting the requirements of the procurement. If offeror believes a specification is unnecessarily restrictive, offeror must indicate such in its proposal.

**Use of brand names:** Brand names, trade names, model numbers, and/or catalog numbers are used to indicate the character, quality, and/or performance characteristics of the materials desired. Use of the name of a manufacturer, brand, make or catalog number does not restrict offeror from offering suitable alternates. However, Mohave reserves the right to decide whether alternatives to the identified manufacturer and brand are equal to the materials, equipment described in the solicitation. Mohave will be the sole judge on the question of equal quality, and Mohave's decision shall be final.

### **SUBCONTRACTORS**

**Awarding subcontracts:** Offeror agrees that any subcontract competitively solicited by contractor will not be awarded solely upon membership or non-Membership in a union or professional association.

**Entering subcontracts:** Contractor shall not enter into any subcontract subject to this solicitation without prior approval from Mohave. Any such subcontract shall incorporate by reference the terms and conditions of the Mohave contract.

## ***General Terms and Conditions (con't)***

### **SUBCONTRACTORS (con't)**

**Prime contractor:** Contractor will be considered a prime contractor and not a subcontractor. Neither Mohave nor the Member will establish a contractual relationship with subcontractors.

**Subcontracts:** No subcontracts shall be entered into with any unlicensed party. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use complies with the rules of the Arizona Registrar of Contractors and the Procurement Code. No subcontracting costs may be hidden in a cost proposal to Member.

**Subcontractor payment:** Contractor agrees to pay subcontractors in a timely manner, in no case more than 14 days after receipt of payment from Mohave Member, as required in ARS §32-1129. If contractor receives any interest monies for delay of payment from Member [A.C.C. R7-2-1115 (C)], contractor will pay subcontractor the correct proportion of interest paid. Complaints by subcontractor may be resolved as described in ARS §32-1129 (E). Failure to pay subcontractor for work faithfully performed and properly invoiced may result in the suspension or cancellation of this contract.

**Use of subcontractors:** Labor used throughout the work shall be of a standing or affiliation that will permit the work to be carried on harmoniously and without delay, and that will, in no case or under any circumstances, cause any disturbance, interference or delay to the progress of the project. Subcontractor and lower-tier subcontractors shall not employ in subcontract work anyone whose employment may be objected to by prime contractor or Member. Should workers performing work covered by a subcontract engage in a strike or other work stoppage or cease to work due to picketing or a labor dispute of any kind, said circumstance shall be deemed a failure of subcontractor subject to the conditions and terms above.

### **SUSPENSION OR DEBARMENT STATUS**

Offeror shall include a letter in its proposal notifying Mohave of any debarment, suspension or other lawful action taken by any federal, state or local government within the last five years that precludes offeror or its employees from participating in any public procurement activity. Such letter shall provide name and address of the public procurement unit, effective date, duration, and relevant circumstances of the suspension or debarment. Failure to supply such letter or not disclose all pertinent information shall result in cancellation of any contract.

### **TAXES**

**Federal excise tax:** Most Members are exempt from paying Federal Excise Tax.

**Indian reservation or tribal tax:** If goods or services are subject to Indian reservation or tribal tax, Contractor shall include such taxes as a separate item on the original invoice to the Member.

**Payment of taxes:** Member is responsible for payment for all taxes listed on the invoice. Contractor is responsible for collecting such taxes and shall forward all taxes to the proper revenue office.

**Pre-tax prices:** Prices shall not include applicable state and local taxes. All applicable taxes must be listed as a separate item on all invoices and will be paid by Member issuing the purchase order.

**Property taxes:** Arizona public agencies do not pay state property taxes. (Arizona Constitution, Article 9, Section 2) Contractors who lease equipment that is subject to property taxes may not invoice Mohave or its Arizona public Members for property taxes. Contractors who sell lease contracts to third parties shall inform the owner of a lease contract that no Arizona property taxes are allowed and will not be collected by Mohave.

**Transaction Privilege Tax (Sales Tax):** Most Members are taxable. Transaction privilege taxes in Arizona include State, County and City taxes. The tax status of the ordering Member determines if and when transaction privilege taxes are to be applied. Documentation for Members who do not pay Transaction privilege tax is available upon request from Member. Contractor is responsible for charging taxes correctly.

**Taxes on shipping:** Transaction privilege tax may not be collected on delivery charges to the Member's location if separately stated on the invoice (Arizona Administrative Code, R15-5-133A).

## ***General Terms and Conditions (con't)***

### **TERM OF CONTRACT AND EXTENSION**

**Contract period:** It is Mohave's intent to award a multi-term contract for the specified materials, equipment and services. The initial contract term shall be for one (1) calendar year from the date of contract award. By mutual written agreement between Mohave and contractor, the contract may be extended for up to four consecutive additional 12-month periods, beginning immediately after expiration of the prior term. However, no contract extension exists unless and until contractor is so notified by Mohave.

**Month-to-month extensions:** Mohave reserves the right to offer month-to-month extensions if that is determined to be in the best interests of Members.

**Renewal of contract:** Conditions for renewal of the contract shall include, but are not limited to: contract usage, satisfactory performance of services during the preceding contract term, ability to continue to provide satisfactory services, continued adherence to the contract requirements, and continued competitive prices for the materials and services provided under the contract.

### **TRADE-IN EQUIPMENT**

Member and contractor shall determine values placed on trade-in products. The value of trade-in shall not affect the amount of administration fee paid to Mohave. Trade-in equipment shall be dismantled and removed at contractor's expense. The condition of trade-in equipment at the time it is turned over to contractor shall be the same as when the original agreement was made, except for normal wear and tear from use between the time of the offer and trade-in.

### **WARRANTY/QUALITY GUARANTEE**

**Fitness:** Contractor warrants that any equipment or material supplied to Mohave or its Members shall fully conform to all requirements of the contract and all representations of contractor, and shall be fit for all purposes and uses required by the contract.

**Inspection:** The warranties set forth in this section shall not be affected by inspection or testing of, or payment for the equipment or materials to Mohave by its Member.

**Quality:** Unless otherwise modified elsewhere in this solicitation, contractor warrants that for one (1) year after acceptance of the equipment or materials by Member, they shall be:

1. Of a quality to pass without objection in the industry or trade normally associated with them;
2. Fit for the intended purpose(s) for which they are used;
3. Of even kind, quantity and quality within each unit and among all units, within the variations permitted by the contract;
4. Adequately contained, packaged and marked as the contract may require; and
5. Conform to the written promises or affirmations of fact made by contractor.

**Warranty requirements:** Contractor warrants that all equipment, materials, and service delivered under this contract shall conform to the specifications. Unless stated otherwise, all equipment must carry a minimum 12-month manufacturer's warranty that includes parts and labor. Contractor agrees to help Member reach resolution in a dispute with the manufacturer over warranty terms. Any extended manufacturer's warranty will be passed on to Member without exception. Mohave reserves the right to cancel the contract if contractor charges Member for a replacement part contractor received at no cost under a warranty.

Place after Tab 3

Signature on page two certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

Note: See Best and Final Offer  
For further details

- We take no exceptions to the general terms and conditions

(Note: If none are listed below, it is understood that no exceptions are taken.)

- We take the following exceptions to the general terms and conditions. All deviations must be clearly explained. Provide details on your exceptions below:  
**Konica Minolta's Exceptions are minimal and are listed under "Konica Minolta's Exceptions to Mohave General Terms and Conditions".**  
**We have also taken the liberty to provide Clarifications Konica Minolta's to several of Mohave's General Terms and Conditions in order for Mohave to better understand Konica Minolta's process and/or strategy.**  
(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave's decision shall be final.)

### Konica Minolta Exceptions to Mohave General Terms and Conditions

#### **Page 5, Cancellation:**

**Cancellation for non-performance or contractor deficiency:** Mohave may terminate any contract if Members have not used the contract in any 12-month period, or if purchase orders total less than \$100,000 per year. Mohave reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Mohave may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving Mohave reason to believe that contractor will not or cannot perform the requirements of the contract;
- Performing work or providing services under the contract prior to receiving a Mohave reviewed purchase order for such work; and/or
- Accepting non-Mohave reviewed purchase orders (under the contract).

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Mohave. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

**Should Konica Minolta default on its performance obligations (as stated herein or otherwise as agreed to by the Parties in writing), the contract may be canceled upon thirty (30) days written notice to Konica Minolta, provided Konica Minolta will be given a thirty (30) days after receipt of the notice to cure the default. Termination of the contract will not affect the term of any separate lease agreement entered into up to the point of termination.**

## ***General Terms & Conditions Acceptance Form (Con'd)***

### **Page 13, Overview**

**Arbitration:** After exhausting applicable administrative review, the parties to this contract may agree to resolve disputes arising out of or relating to this contract through arbitration, to the extent allowed by law.

### **Page 14, Overview**

**Liens/serial numbers:** All materials and services shall be free of liens. Offers must be for equipment on which the original manufacturer's serial number has not been altered in any way.

**Konica Minolta agrees for the purchase option. However, if a Member chooses a Lease Option, our leasing partner would need to place a UCC filing on the leased equipment.**

### **Page 15, Payment**

**Billing:** All invoices shall list the applicable Member purchase order number and Mohave contract number. Contractor will invoice Members directly. Late fees are not permitted. All transactions are payable in U.S. currency only.

**Our leasing partner cannot waive any applicable late fees.**

### **Page 15, Payment**

**Credit hold:** Contractor agrees to advise Mohave's assigned Contract Specialist of a Member(s) being placed on credit hold, within five (5) days of the action.

**Konica Minolta will advise Mohave's assigned Contact Specialist of a Member(s) being placed on credit hold within five (5) days of Konica Minolta's Mohave Contact being informed of the Credit Hold.**

### **Page 15, Overview**

**Title:** Purchase orders placed under this contract are on behalf of its Members. As such, title to goods passes directly from Contractor to Member. Title does not pass to Mohave. Mohave is not a reseller of goods.

**Title would pass to Members for Purchases. For a lease option, title must stay with lessor.**

## **Konica Minolta Clarifications to Mohave General Terms and Conditions**

### **Page 5, CANCELLATION**

**Cancellation for Replacement:** Mohave reserves the right to cancel a contract awarded under this solicitation and replace it with a newer contract awarded to the same vendor for similar goods and services. Mohave may, at its option, either replace a contract resulting from this solicitation or delay a new award until the existing contract expires. The decision to replace the contract rests solely with Mohave

**Clarification:** Equipment installed prior to the date of termination of the agreement will be obligated to remain in place for the full term of its respective lease period, if applicable, unless cancelled for reasons of non-appropriation of funding, Konica Minolta default or non-performance of equipment. Cancellation of any installed equipment for any other reason will result in early cancellation fees. Fees may be equivalent up to the amount of the net remaining stream of payments.

### **Page 6, CERTIFICATION**

Offeror and all proposed subcontractors comply and shall remain in compliance with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, A.R.S. § 41-4401, and A.R.S. § 23-214, which requires compliance with federal immigration laws by Arizona employers, Arizona contractors and Arizona subcontractors in accordance with the E-Verify employee eligibility verification program.

**Clarification:** Konica Minolta's eVerify Number is 43978.

## ***General Terms and Conditions Acceptance Form (Con't)***

### **Page 10, FORM OF CONTRACT**

**Form of contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a firm submitting an offer requires Mohave and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal

**Clarification:** Konica Minolta has provided our Customary Agreements in Section 8 of our Proposal Binder.

### **Page 12, LEASES AND RENTALS**

**Availability of leasing:** Leasing plans offered for the contract must be priced as specified in Tab 6. However, Members shall have the right to choose a different leasing company. Leases with options to purchase must be described. Rental plans should not include end-of-rental-term buy out.

**Lease requirements:** Mohave must be apprised of Member's intent to lease prior to processing a purchase order. Mohave will not collect monthly lease payments. Offeror agrees that leases will be in compliance with the Uniform Commercial Code. All terms of leasing must be included in the proposal, with interest rates described as a relation to a recognized index or standard acceptable to Mohave. Offeror must indicate if the shipping costs for return of leased or rented equipment is Member's responsibility, and what that cost will be. Since Arizona public agencies do not pay property tax, no leasing party may charge property taxes to Member.

**Sell or assignment of lease:** No sale of a lease contract to a third party will be made without informing Member of the transfer. If contractor sells a lease contract to a third party, the cost of return of the product must not be greater than the cost of return to the original vendor.

**Clarification:** It is Konica Minolta's intent to assign the financed assets to one of our financial partners, for the purposes of financing and billing, if a Member chooses a lease option. Acceptance may require credit approval and signing a Master Lease. Konica Minolta; however, will remain liable and responsible for delivering all services as specified by this proposal.

### **Page 12, MAINTENANCE**

**Maintenance facilities and support:** It is preferred that each contractor should have maintenance facilities and a maintenance support system available for servicing products in all parts of Arizona. If a third party is used to provide maintenance or warranty work, offeror must include details of any such arrangement in the proposal. Trained and qualified technicians shall be available to cover all parts of the state. It is preferred that maintenance service in metropolitan areas of Arizona be available within eight hours; service in rural areas within 24 hours, or next day. Maintenance facilities must have sufficient parts inventory to provide quality service on products sold to Members.

**Clarification:** Konica Minolta has four (4) direct branches located in Phoenix, Tucson, Yuma and Flagstaff. Konica Minolta service technicians typically are assigned to a certain geographical area. This allows them to become very familiar with their customers on an on-going basis. Due to the size of the Member Base, a number of technicians will be covering various areas. The primary technician is backed up by one or more of the 72 or so Metro area technicians. All Konica Minolta Service Technicians are factory trained and certified and only service our equipment.

## **General Terms and Conditions Acceptance Form (Con't)**

### **Page 12, MANUFACTURER'S REPRESENTATIVE**

**Manufacturer support:** Offerors submitting proposals as a manufacturer's representative must be able, if requested by Mohave, to supplement the offer with a letter from the manufacturer certifying that offeror is a bona fide dealer for the equipment offered, that offeror is authorized to submit an offer on such equipment, and which guarantees that should offeror fail to satisfactorily fulfill any obligations established as a result of the award of contract, the manufacturer will either assume and discharge such obligations or provide for their competent assumption by one or more bona fide dealers for the balance of the contract period.

**Clarification:** Konica Minolta Business Solutions U.S.A., Inc. (Konica Minolta) is a private corporation wholly owned by Konica Minolta Holding USA Inc., a subsidiary of Konica Minolta Holdings, Inc., (KMHD) headquartered in Japan. The Original Equipment Manufacturer of Konica Minolta brand products is Konica Minolta Business Technologies, Inc., another subsidiary of KMHD. As such, Konica Minolta is fully authorized to sell and service Konica Minolta brand equipment throughout North America.

Please refer to Section 4 of Konica Minolta's Proposal Binder to view a copy of Konica Minolta's Manufacturer's Certification.

### **Page 13, OVERVIEW**

**Audit rights:** In accordance with applicable Arizona law, contractor's books and records related to this contract may be audited at a reasonable time and place, for the term specified in ARS § 41-2548.

**Clarification:** Konica Minolta will provide copies of all relevant documents to Mohave. Konica Minolta requests 30 days notice of this request.

### **Page 14, OVERVIEW**

**Offeror qualifications:** Offeror shall have extensive knowledge and at least three (3) years experience with the installation, maintenance and provision of the equipment, software or services offered. Mohave reserves the right to accept or reject newly formed companies solely based on information provided in the proposal and/or its own investigation of the company.

**Clarification:** Konica Minolta Business Solutions U.S.A., Inc. was incorporated in the State of New York April 24, 1959.

### **Page 18, PRICING**

**Most favored customer:** Nothing in this solicitation is intended to establish a most favored customer relationship between Mohave and contractor. Contractor may respond to any solicitation without regard to this contract. If contractor offers lower prices to any of its other customers, it may lower its prices to Mohave at the same time by written notice.

Please see Konica Minolta's Response to Page 7, COOPERATIVE PURCHASING, Cooperative purchasing contracts.

### **Page 7, COOPERATIVE PURCHASING**

**Cooperative purchasing contracts:** Offeror agrees all prices, terms, warranties, and benefits granted by offeror to Members through this contract are comparable to or better than the equivalent terms offered by offeror to any present customer meeting the same qualifications or requirements (see Most favored customer under Pricing).

As per the September 8<sup>th</sup>, 2010 Pre-Proposal Notes Mohave stated in answer to Q – Page 7/18, "The two terms above are meant to explain that Mohave is not restricting your ability to respond to other contracts. Nor is it requiring you to offer to us your lowest pricing. You may offer us your lowest pricing, but we are not requiring it. We are also asking that you consider the number of Members that we represent, and that your pricing, terms, warranties and benefits reflect those you would offer to other non-Mohave customers who would meet the same requirements and qualifications that Mohave's contracts would entail."

## ***General Terms and Conditions Acceptance Form (Con't)***

### **Page 19, RIGHT TO ASSURANCE**

Whenever one party to the contract has a good faith reason to question the other party's intent to perform, he may demand that the other party give written assurance of its intent to perform. If a demand is made and no written assurance is given within ten (10) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

**Should Konica Minolta default on its performance obligations (as stated herein or otherwise as agreed to by the Parties in writing), the contract may be canceled upon thirty (30) days written notice to Konica Minolta, provided Konica Minolta will be given a thirty (30) days after receipt of the notice to cure the default. Termination of the contract will not affect the term of any separate lease agreement entered into up to the point of termination.**

### **Page 19-20, SAMPLES**

**Sample submittals:** Samples shall be free of charge and submitted and removed by offeror at offeror's expense. Award samples may be held for comparison with deliveries. Mohave shall not be held responsible for samples damaged or destroyed in examination or testing. Samples not removed within thirty (30) days after notice to offeror will be considered abandoned, and Mohave shall have the right to dispose of them.

**Clarification:** Konica Minolta can commit to providing a limited number of free trials, to allow our current and potential customers to evaluate our equipment to determine if it will meet their needs. The duration of the trial is typically 1-2 weeks; however, actual trial timeframes are developed on a case-by-case basis. Konica Minolta will install and provide service and supplies for any free trial for the duration of the trial period. Due to size constraints, demonstrations of Konica Minolta production print devices would take place at a Konica Minolta facility.

### **Page 20, SITE REQUIREMENTS**

**Preparation:** Contractor shall not begin a project for which Member has not prepared the site, unless contractor does the preparation work at no cost, or until Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

**Clarification:** The Member shall ensure that equipment is placed in an environment that conforms with the manufacturer's specifications and requirements and will bear all cost and expense for any additional necessities required for installation such as telephone and electrical wiring, remodeling, and noise and power filters. Any electrical work external to the equipment (i.e. associated peripheral equipment, power, transmission and phone lines, and modems) and equipment line cord is not covered by this Agreement. Once the equipment is delivered; risk of loss lies with the Member.

### **Page 23, WARRANTY/QUALITY GUARANTEE**

**Warranty requirements:** Contractor warrants that all equipment, materials, and service delivered under this contract shall conform to the specifications. Unless stated otherwise, all equipment must carry a minimum 12-month manufacturer's warranty that includes parts and labor. Contractor agrees to help Member reach resolution in a dispute with the manufacturer over warranty terms. Any extended manufacturer's warranty will be passed on to Member without exception. Mohave reserves the right to cancel the contract if contractor charges Member for a replacement part contractor received at no cost under a warranty.

**Clarification:** Konica Minolta commits to maintaining each Konica Minolta unit in a Member's entire fleet for the full duration of any service maintenance agreement and, in view of this commitment to deliver the highest standards of excellence, we offer the Customer Confidence Guarantee. Konica Minolta agrees to maintain the equipment covered by this Guarantee in good operating condition, providing necessary maintenance, service and repairs as specified by the terms of the written maintenance agreement. Should a workgroup unit be out of service, due to maintenance needs, for more than 16 consecutive business hours, or if a

***General Terms and Conditions Acceptance Form (Con't)***

production print unit is out of service for more than 24 hours, Konica Minolta shall provide a loaner unit of similar capabilities upon your request. Any unit that Konica Minolta determines cannot be properly repaired to manufacturer's specifications will be eligible for a replacement unit of substantially similar or greater capabilities, at no additional charge; provided, however, that the replacement unit may be other than new.

## Copiers and Multifunctional Digital Equipment (con't)

### 1.0 Special Terms and Conditions

The following special terms and conditions are in addition to the applicable General Terms and Conditions that appear on pages 5-23. Please review them and complete the *Special Terms and Conditions and Scope of Work and Specifications Acceptance Form* (page 36).

- 1.1 All offerors must download and complete the 10I-0930 copier and multifunctional digital equipment workbook titled "10i copier workbook.xls" located at <http://www.mesc.org/solicitations.html>. Provide a CD or similar electronic media device (DVD, USB thumb drive, etc.) with the completed spreadsheet in your response. Failure to provide and complete the 10I-0930 copier and multifunctional digital equipment workbook may render the proposal non-responsive. *Place after Tab 6.*
- 1.2 If awarded a contract, all future pricing updates shall be based on the electronic workbook, or similar approved format.
- 1.3 Pricing shall meet all requirements contained on the Discount and Price Schedule (pages 48-49). Follow all pricing instructions. Failure to provide pricing meeting those requirements may render your proposal non-responsive.
- 1.4 The minimum length of warranty required under this contract shall be a 90-day warranty, covering all parts and labor.
- 1.5 Acceptance shall be at the time the equipment has been delivered, installed and made fully operational according to the manufacturer's specifications at the point of delivery. The Member shall have sole responsibility for acceptance or rejection of delivered and installed equipment. Title to the equipment shall pass to the Member upon acceptance.
- 1.6 Contract vendor shall provide training that will assure proper use and utilization of purchased equipment to all Members. The contract vendor shall furnish one set of manuals (in electronic or paper format) for the required training with each equipment order. Both training and manuals shall be provided at no additional cost to the Member.
- 1.7 It shall be the responsibility of the contract vendor and Member to discuss optional equipment capabilities (print, fax, scan, etc.) prior to initial equipment purchase. These pre-sale disclosure discussions are intended to ensure equipment capability and compatibility with existing or future software and/or network platforms. Final determinations to purchase equipment or options shall be at the sole discretion of the Member.
- 1.8 Availability of extended service maintenance of equipment is required. For equipment sold under this contract, extended maintenance contracts shall be available to begin on the day following the end of the warranty period. This extended service maintenance shall be priced as requested on the Discount and Price Schedule (pages 48-49).
- 1.9 For like equipment originally awarded and sold through contracts awarded under RFP 05M-1104, extended service maintenance may be offered, by the same vendor who held the older contract. This extended service maintenance shall be priced as requested on the Discount and Price Schedule (pages 48-49).
- 1.10 Contract vendor shall not initiate or establish automatic maintenance renewals or require the Member to sign such an agreement. Initiation of extended service shall be at the sole discretion of the Member, and authorization to enter into maintenance agreements shall be made solely upon issuance of a Mohave purchase order that references the applicable Mohave contract number. Contract vendor shall not enter into a maintenance agreement under this RFP without first receiving a purchase order from the Member.
- 1.11 Extended maintenance shall include equipment service in accordance with the manufacturer's recommended schedules, as well as "will call" service. Routine service or preventive maintenance shall be performed on dates and times scheduled by the contract vendor and Member.

## Copiers and Multifunctional Digital Equipment (con't)

### 1.0 Special Terms and Conditions (con't)

- 1.12 Extended maintenance pricing shall be inclusive of all labor and materials (excluding paper, manufactured toner/drum combination units, and staples), equipment, mileage, lodging, meals and incidental expenses (M&IE), and services required to maintain the equipment in accordance with the manufacturer's specifications.
- 1.13 Maintenance contracts are not required for low cost machines (below 10 pages per minute). However, if offered, maintenance contracts must conform to the terms of this RFP.
- 1.14 Preferred extended maintenance pricing shall be on a cost per copy basis. If the cost per copy varies by monthly volume, the contract vendor shall provide all rates and corresponding copy volumes. Minimum monthly charges, if applicable, must be provided.
- 1.15 Five or more years of maintenance must be available for all equipment offered, with the exception of low cost machines. Low cost machines are those that are not multi-functional, operate at lower than 10PPM, and/or are rated at an average monthly volume of less than 2,000 copies. Cost shall be fixed for the first two years on all machines.
- 1.16 Contract vendor must have maintenance facilities or have specific agreements in force with third parties to provide maintenance to all regions of the state to which equipment is sold. Trained technicians shall staff each maintenance facility and they shall have sufficient parts inventory to provide quality service on awarded equipment.
- 1.17 All warranty and maintenance work performed under this contract shall be solely by manufacturer trained and qualified technicians.
- 1.18 Technician response time will be within four (4) working hours within fifty (50) miles of the Tucson, Phoenix, Yuma, and Flagstaff metropolitan areas. Technician response shall be within eight (8) hours of request for all other locations.
- 1.19 Maintenance to keep the equipment in good operating condition shall be offered, and service must be available 8:00 a.m.-5:00 p.m. Monday-Friday, excluding legal holidays.
- 1.20 All defective or unserviceable worn parts shall be replaced with parts approved by the manufacturer for replacement and carry the manufacturer's standard warranty.
- 1.21 Any claim by the contract vendor that equipment breakdown is the result of the use of independent copier supplies must be supported by written documentation from the manufacturer and/or the servicing technician that clearly states how the independent supplies caused the breakdown. Use of independent copier supplies shall not void warranty or service maintenance agreements.
- 1.22 Routine service and preventive maintenance shall include all cleaning, lubrication, adjustments, and parts replacements recommended by the manufacturer, using the manufacturer's recommended schedules. Member may purchase supplies used in preventive maintenance from the contract vendor, but is not required to do so.
- 1.23 If a vendor is offering equipment that has software or upgradeable ROM as a part of the unit, contract vendor will certify that the most current OEM software or ROM is installed with the unit at time of delivery.
- 1.24 OEM upgrades released during the first year of operation are to be installed within 45 days of release at no cost to the Member. Upgrades of software and ROM after the first year must be available as part of any maintenance agreement, within 45 days of release, and installed at no additional cost to the Member.
- 1.25 On-going telephone access shall be available for Member to obtain technical assistance to correct minor equipment problems and answers to questions relating to operation of the equipment. Such assistance shall be available 8:00 a.m.-5:00 p.m. Monday-Friday, excluding legal holidays.

## **Copiers and Multifunctional Digital Equipment (con't)**

### **1.0 Special Terms and Conditions (con't)**

- 1.26 Members shall have access to replacement equipment should contracted equipment be out of service for more than 24 hours after arrival of a service technician. Said replacement equipment shall be at no charge to the member and shall be available until the Member's equipment is returned to service.
- 1.27 Any total satisfaction guarantee shall permit the Member to decide if the copier needs to be replaced during any replacement period offered by the contract vendor.
- 1.28 If a total satisfaction guarantee depends on the copier operating within manufacturer specifications, those specifications shall be included in the warranty. The specifications shall include copy quality, unacceptable number of jams, and unacceptable number of service calls or down time.
- 1.29 For leased equipment, any warranty shall be in effect during the entire lease period, if the lease was provided by the manufacturer or a division of the manufacturer.
- 1.30 Any prepayment for a service contract must give a discount to the Member. No prepayments that exceed one year shall be allowed.
- 1.31 Leases and/or financing may be offered as part of an offeror's proposal. Operating leases and/or financing may be offered by the contract vendor or through a specified third party subcontractor. However, the Member shall not be limited to using the offeror's lease or finance plan, and may use an alternative when it deems that to be in its best interest.
- 1.32 Monthly lease payments shall be based upon a factor applied to the purchase price of the equipment. The lease factor shall remain firm throughout the contract. Alternate methods for determining lease payments may be offered, subject to approval by Mohave.
- 1.33 Interest rates for financing shall be determined by applying a percentage to be indexed to U.S. Treasury Bills. Alternate methods for determining interest rates may be offered, subject to approval by Mohave.
- 1.34 If leases are offered, the capital value of the copier shall be no higher than the discounted price of the equipment on contract. The true annual percent of interest charged shall be clearly revealed to the Member prior to any lease agreement being signed. Third party leases may not include a multi-year maintenance contract from the vendor. Either lease shall clearly establish ownership rights at the end of the lease
- 1.35 For leases under an awarded contract, Members are exempt from paying property tax if the Member has the title to the equipment during the lease. The Member is subject to payment of property taxes if the lessor has title to the equipment, such taxes are assessed against the lessor, and the lessor notifies the member of such assessment. It is reasonable that the Member be entitled to verification that such taxes are not included in the original lease payment amount and verification of the assessment.
- 1.36 It is possible that leasing offered with your proposal may not be allowed under an awarded contract. This exclusion under a contract award may be due to unacceptable information submitted per leasing requirements detailed in 1.31 - 1.35 above.
- 1.37 If leasing is offered with your proposal, you must fill out and include the lease price sheet found on page 50.
- 1.38 A variety of options shall be available to Members concerned with hard disk drive security for units that are being removed from their site at the end of the lease period. These options shall include hard drive surrender, hard drive encryption and hard drive data overwrite security. Any charges for these options shall be clearly identified in the pricing provided in your proposal, per the instructions on the Discount and Price Schedule (pages 48-49).
- 1.39 Contract vendor shall not offer copiers that use liquid toners.
- 1.40 Discontinued models shall be removed from the contract upon notification of same to Mohave.

## Copiers and Multifunctional Digital Equipment (con't)

### 1.0 Special Terms and Conditions (con't)

- 1.41 Any equipment that is remanufactured must be remanufactured by the OEM and shall be equal to the same quality standards as a newly manufactured machine. Design changes that have been introduced since the original unit was first produced are to be incorporated, including software or ROM upgrades.
- 1.42 Equipment shall include all necessary start-up supplies, except for paper, required for initial (one month) operation. Supplies for one month's operation shall be defined as sufficient for the monthly copy rating for the equipment. Start up supplies shall be provided at the time of delivery/installation/set-up.
- 1.43 Demonstration units are not requested under this RFP.
- 1.44 Base equipment and applicable options may be offered to meet the minimum specifications in the solicitation. Offeror's choosing this option shall state this on the workbook.

### 2.0 Scope of work and specifications

Offerors will respond to each numbered specification by checking the appropriate "Comply" or "Deviate" box. "No Bid" items shall be marked as such in the appropriate "Deviate" box. Details for deviations will be listed by specification number on the *Special Terms and Conditions and Scope of Work and Specifications Acceptance Form* (page 36). Place pages 27-36 after Tab 5.

Requirement	Comply	Deviate*
<b>2.1 Low-volume Units – General Requirements</b>		
2.1.01 Low-volume units shall have a rated copy speed of up to 20 pages per minute single-sided and an average monthly volume of between 2,000 to 6,500 copies.	x	
2.1.02 Low-volume units shall be available as stand alone or multifunctional devices.	x	
2.1.03 Low-volume units shall be available with scanner and fax configurations.	x	
2.1.04 Low-volume units shall utilize digital technology.	x	
2.1.05 Low-volume units shall utilize a hard disk drive (HDD) for document storage.		x
2.1.06 Low-volume units shall be available as tabletop and console models.	x	
2.1.07 Scan once, print many features are preferred.	x	
2.1.08 Low-volume units shall allow for originals up to 8 1/2" x 14".	x	
2.1.09 Low-volume units shall allow for output up to 8 1/2" x 14".	x	
2.1.10 Low-volume units shall allow for monochrome and/or color scanning.	x	
2.1.11 Low-volume units shall allow for reduction/enlargement.	x	
2.1.12 Low-volume units shall provide automatic document feeder and automatic duplexing.	x	
2.1.13 Low-volume units shall utilize a stationary platen.	x	
2.1.14 Low-volume units shall have a minimum paper capacity of 250 sheets.	x	
2.1.15 Low-volume units shall allow for multiple stock output (i.e., labels and transparencies).	x	
2.1.16 Low-volume units shall include a bypass feeder.	x	
2.1.17 Low-volume units shall allow the user to determine the number of copies.	x	
2.1.18 Low-volume units shall have networking capabilities.	x	

\*Deviations must be listed on the *Special Terms & Conditions and Scope of Work and Specifications Acceptance Form* (page 36). List the specification number for each deviation.

## Copiers and Multifunctional Digital Equipment (con't)

### 2.0 Scope of work and specifications (con't)

<b>2.2 Mid-volume Units – General Requirements</b>			
2.2.01	Mid-volume units shall have a rated copy speed of 21-59 pages per minute single-sided and an average monthly volume of between 6,500 to 45,000 copies.	X	
2.2.02	Mid-volume units shall utilize digital technology.	X	
2.2.03	Mid-volume units shall utilize a HDD for document storage.	X	
2.2.04	Mid-volume units shall be available with scanner and fax configurations.	X	
2.2.05	Scan once, print many features are preferred.	X	
2.2.06	Mid-volume units shall allow for originals up to 11" x 17".	X	
2.2.07	Mid-volume units shall allow for output up to 11" x 17".	X	
2.2.08	Mid-volume units shall allow for monochrome and/or color scanning.	X	
2.2.09	Mid-volume units shall allow for reduction/enlargement (preset and zoom preferred).	X	
2.2.10	Mid-volume units shall provide automatic document feeder and automatic duplexing.	X	
2.2.11	Mid-volume units shall include a sorter/offset stacker.	X	
2.2.12	Mid-volume units shall include a finisher.	X	
2.2.13	Mid-volume units shall allow for multiple stock output (i.e., labels and transparencies).	X	
2.2.14	Mid-volume units shall utilize a stationary platen.	X	
2.2.15	Mid-volume units shall have a minimum paper capacity of 1,200 sheets.	X	
2.2.16	Mid-volume units shall have the ability to add paper supply trays or drawers.	X	
2.2.17	Mid-volume units shall include a bypass feeder.	X	
2.2.18	Mid-volume units shall have a minimum storage capacity of 60 GB.	X	
2.2.19	Mid-volume units shall allow the user to determine the number of copies.	X	
2.2.20	Mid-volume units shall have copy auditing and user code options.	X	
2.2.21	Mid-volume units shall have networking capabilities.	X	
<b>2.3 High-volume Units – General Requirements</b>			
2.3.01	High-volume units shall have a rated copy speed of 60-95 pages per minute single-sided and an average monthly volume of between 45,000 to 125,000 copies.	X	
2.3.02	High-volume units shall utilize digital technology.	X	
2.3.03	High-volume units shall utilize a HDD for document storage.	X	
2.3.04	High-volume units shall be available with scanner and fax configurations.	X	
2.3.05	Scan once, print many features are preferred.	X	
2.3.06	High-volume units shall allow for originals up to 11" x 17".	X	
2.3.07	High-volume units shall allow for output up to 11" x 17".	X	
2.3.08	High-volume units shall allow for monochrome and/or color scanning.	X	
2.3.09	High-volume units shall allow for reduction/enlargement (preset and zoom preferred).	X	
2.3.10	High-volume units shall provide automatic document feeder, automatic duplexing and single pass options.	X	
2.3.11	High-volume units shall include a sorter/offset stacker.	X	
2.3.12	High-volume units shall include a finisher.	X	
2.3.13	High-volume units shall allow for multiple stock output (i.e., labels and transparencies).	X	

\*Deviations must be listed on the *Special Terms & Conditions and Scope of Work and Specifications Acceptance Form* (page 36). List the specification number for each deviation.

### Copiers and Multifunctional Digital Equipment (con't)

**2.0 Scope of work and specifications (con't)**

<b>2.3 High-volume Units – General Requirements (con't)</b>		
2.3.14	High-volume units shall utilize a stationary platen.	x
2.3.15	High-volume units shall have a minimum paper capacity of 3,000 sheets.	x
2.3.16	High-volume units shall have the ability to add paper supply trays or drawers.	x
2.3.17	High-volume units shall include a bypass feeder.	x
2.3.18	High-volume units shall allow the user to determine the number of copies.	x
2.3.19	High-volume units shall have a minimum storage capacity of 60 GB.	x
2.3.20	High-volume units shall have copy auditing and user code options.	x
2.3.21	High-volume units shall have networking capabilities.	x
<b>2.4 Production-volume Units – General Requirements</b>		
2.4.01	Production-volume units shall have a rated copy speed of 95 or more pages per minute single-sided and an average monthly volume of between 100,000 to 1,500,000 copies.	x
2.4.02	Production-volume units shall utilize digital technology.	x
2.4.03	Production-volume units shall utilize a HDD for document storage.	x
2.4.04	Scan once, print many features are preferred.	x
2.4.05	Production-volume units shall allow for originals up to 11" x 17".	x
2.4.06	Production -volume units shall allow for output up to 12" x 18".	x
2.4.07	Production-volume units shall allow for monochrome and/or color scanning.	x
2.4.08	Production-volume units shall allow for reduction/enlargement (preset and zoom preferred).	x
2.4.09	Production-volume units shall provide automatic document feeder, automatic duplexing and single pass options.	x
2.4.10	Production-volume units shall include a sorter/offset stacker.	
2.4.11	Production-volume units shall include a finisher. Finisher shall allow for booklet printing, and shall allow user to fold, punch, and staple copies.	x
2.4.12	Production-volume units shall allow for multiple stock output (i.e., labels, transparencies and cover stock).	x
2.4.13	Production-volume units shall utilize a stationary platen.	x
2.4.14	Production-volume units shall have a minimum paper capacity of 3,000 sheets.	x
2.4.15	Production-volume units shall have the ability to add paper supply trays or drawers.	x
2.4.16	Production-volume units shall include a bypass feeder.	x
2.4.17	Production-volume units shall allow for book copying.	x
2.4.18	Production-volume units shall allow for photo modes, booklet modes and insert modes.	x
2.4.19	Production-volume units shall allow the user to determine the number of copies.	x
2.4.20	Production-volume units shall have a minimum storage capacity of 300 GB, with 1 GB of RAM.	x
2.4.21	Production-volume units shall have copy auditing and user code options.	x
2.4.22	Production-volume units shall have networking capabilities.	x
<b>2.5 All Units - Features &amp; Options</b>		
2.5.01	Automatic copier features shall include, but not be limited to: automatic exposure selection, automatic magnification selection, automatic shut-off, automatic tray switching and automatic start	x

**\*Deviations must be listed on the *Special Terms & Conditions and Scope of Work and Specifications Acceptance Form* (page 36). List the specification number for each deviation.**

## Copiers and Multifunctional Digital Equipment (con't)

### 2.0 Scope of work and specifications (con't)

<b>2.5 All Units - Features &amp; Options (con't)</b>		
2.5.02	Selectable copier features shall include, but not be limited to: authorized user access control, book copy, booklet mode, color, copy control, covers, editing (mask/trim), energy-save, erase, image insert, image overlay, image repeat, image rotate, interrupt, job build, job programs, job time, language, margin shift, negative/positive reversal, OHP interleaving, photo mode, poster mode, preset R/E, program ahead, scanning (to email, internet fax, local mail boxes, network folders, document management systems), sheet insertion, stamping, timer, XY zoom, zoom range and 2-in-1.	x
2.5.03	Additional features shall include, but not be limited to: document storage to mail boxes, printing from external media (USB or flash drives), web access for printing web based information,	x
2.5.04	Other options shall include but not be limited to: security badge readers, software hooks for third-party software connectivity, enablers that automatically contact a service center for service repair, voice operation and guidance kit (for visually impaired users), remote operator's software kits and user interface, Braille label kits, and accessibility handles.	x
2.5.05	Optional web managed print output system shall collect statistical data, helping to ensure cost and control for the Member. System shall include capability to inform users of the most cost effective methods for printing. System shall print documents in a secure manner, and will also provide the ability to send documents to a centralized print center.	x
<b>2.6 All Units - Connectivity</b>		
2.6.01	All units shall allow for connection to computer networks using Windows 95/98/NT/Me/2000/XP/Vista/7, Macintosh OS X, Linux, UNIX or other applicable operating systems.	x
2.6.02	Network interface shall allow for connection to common interface types, including but not limited to: 10BaseT, 10BaseTX or 100BaseT.	x
2.6.03	Units shall allow for IP address filtering by an administrator.	x
2.6.04	Units shall allow as an option, HDD Overwrite Security (DOSS). This firmware feature shall allow for overwriting data on the hard drive one or more times, making it more difficult for the retrieval of sensitive data.	x
2.6.05	Units shall allow as an option, HDD encryption. This feature shall allow for HDD encryption, adding a layer of protection for sensitive data.	x
2.6.06	Network interface on units shall be either parallel, serial or USB as either standard or optional.	x
<b>2.7 All Units - Other Miscellaneous Requirements</b>		
2.7.01	Copiers and multifunctional units offered shall have a copy scan resolution of not less than 200 dpi.	x
2.7.02	Color copiers, both ink jet and laser models, are requested. Color copiers may be either single or multiple functional units.	x
2.7.03	Color copier lines shall meet the applicable standards above for low-volume, mid-volume, high-volume and production-volume copiers.	x
2.7.04	Color copiers shall have interchangeable color development units for single color copying, or push-button selection between two colors.	x
2.7.05	Image scan destinations shall include but not be limited to: e-mail, FTP, HDD, Internet fax, server message block or a specific URL.	x

**\*Deviations must be listed on the *Special Terms & Conditions and Scope of Work and Specifications Acceptance Form* (page 36). List the specification number for each deviation.**

**Copiers and Multifunctional Digital Equipment (con't)**

**2.0 Scope of work and specifications (con't)**

<b>2.8 Facsimile Machine Requirements</b>		
2.8.01	Facsimile machines must be new. Remanufactured or reconditioned used models shall not be permitted.	x
2.8.02	Facsimile machines may be black and white or color.	x
2.8.03	Facsimile machines shall be laser and use plain paper. Thermal faxes and machines that require paper rolls shall not be permitted.	x
2.8.04	Facsimile machines shall be compatible with the four basic standard communication codes used in North America (MH, MR, MMR, JBIG and JBIG2).	x
2.8.05	Facsimile machines shall have three basic resolutions; normal or standard, fine and superfine.	x
2.8.06	Facsimile machines shall have a modem speed of at least 14,400Kbps. Product lines with modem speeds up to 56,000Kbps are preferred.	x
2.8.07	Standard fax memory shall hold a minimum of 30 pages. Product lines with additional memory models are preferred. Additional add on memory or hard-drives for storage shall be available.	x
2.8.08	Facsimile machines shall have a minimum paper supply of 100 sheets.	x
2.8.09	Facsimile product lines that include network scanning, network faxing, scan to email, and multiple paper sizes are preferred. These features may be available as options.	x
2.8.10	Facsimile machines shall allow for "polling" another facsimile machine, requesting it to transmit documents back to the polling unit.	x
2.8.11	Features and options for facsimile machines shall include, but not be limited to: platen for document scanning, transmission/reception via Internet, fax-to-email services, PC/Network connections, variable print speeds in pages per minute, variable resolutions, multi-functional capabilities (TWAIN and/or ISIS-compatibility), OCR capabilities, additional memory, network interface card and print controller.	x
<b>2.9 Remanufactured Machine Requirements</b>		
<b>Konica Minolta is not proposing Remanufactured Equipment</b>		
2.9.01	The remanufacturing process shall include the complete disassembly of the machine and a thorough examination of its subassemblies and components.	N.A.
2.9.02	The entire unit shall be cleaned and inspected to determine what must be replaced.	N.A.
2.9.03	All worn parts and parts that have exceeded their manufacturer-defined life cycle shall be replaced.	N.A.
2.9.04	Certain parts, depending on the manufacturer and model, shall be replaced immediately, regardless of condition.	N.A.
2.9.05	Software shall be updated, to include features and functions that match current models.	N.A.
2.9.06	Exterior panels shall be removed and refinished.	N.A.
2.9.07	Remanufactured shall carry a warranty that is equivalent to that offered by the OEM when the product was new.	N.A.

**\*Deviations must be listed on the *Special Terms & Conditions and Scope of Work and Specifications Acceptance Form* (page 36). List the specification number for each deviation.**

## Copiers and Multifunctional Digital Equipment (con't)

### 2.0 Scope of work and specifications (con't)

2.9 Remanufactured Machine Requirements (con't)		
2.9.08	Most manufacturers use a wide divergence of terms that describe what is meant by remanufactured. Provide a description of the copier lines that you are offering, what if any, the remanufactured lines are and what terms are used to describe these remanufactured products. <i>Place after Tab 8. (See additional information 3.9.)</i>	N.A.
2.9.09	Include information describing the percentage of remanufactured parts that are used in newly manufactured machines that you are offering. <i>Place after Tab 8. (See additional information 3.10.)</i>	N.A.
2.9.10	All remanufactured units shall be remanufactured by the original equipment manufacturer, using manufacturer certified technicians.	N.A.
2.9.11	All remanufactured units shall meet current Underwriters Laboratories safety testing requirements.	N.A.
2.10 Other Services and Solutions		
2.10.01	Software solutions that allow for management of networked devices, information/documents that are scanned, faxed or printed, form preparation, OCR document control and reporting data are requested.	x
2.10.02	Software solutions should allow for the integration of all networked multi-functional devices, inventory control, billing and machine management, and the control, maintenance, oversight and management of these devices.	x
2.10.03	Other copier and multifunctional digital equipment services may be offered. Mohave reserves the right to make the sole determination as to whether added equipment services are appropriate and or necessary under any awarded contract.	x
2.10.04	Centralized copy services shall assist in determining where a job should be produced, the routing of orders, and creating cost-effective and efficient output between on-site vs. off-site services.	x
2.10.05	Reports and performance metrics shall be available for the above services shall provide, but not be limited to the following information: key performance indicator reports, management reports, monthly summary reports, and usage and cost data analysis reports,	x
2.11 Sustainability and Environmental Requirements		
2.11.01	Products manufactured with sustainable, environmentally responsible techniques are preferred under this contract. They shall be available for Members specifically requesting sustainable, environmentally responsible products. These products shall be identified as such in printed or online marketing literature.	x
2.11.02	Products offered under this contract shall meet the current applicable Energy Star standards. The Energy Star standards are available at <a href="http://www.energystar.gov">www.energystar.gov</a> .	x
2.11.03	Products utilizing toner-save modes and instant fusing lamps or fusers are preferred.	x
2.11.04	Products manufactured utilizing bio plastics and recycled plastics (without the use of styrene) are preferred.	x
2.11.05	Shipping materials (crates and pallets) made with 100% recycled cardboard are preferred.	x
2.11.06	The ability for Members to recycle used toner and ink cartridges is preferred. <i>Place details of your cartridge recycling program after Tab 8. (See additional information 3.11.)</i>	x

\*Deviations must be listed on the *Special Terms & Conditions and Scope of Work and Specifications Acceptance Form* (page 36). List the specification number for each deviation.

## Copiers and Multifunctional Digital Equipment (con't)

Place after Tab 5

### Special Terms and Conditions and Scope of Work and Specifications Acceptance Form

*Signature on page two certifies complete acceptance of the Special Terms and Conditions and Scope of Work and Specifications in this solicitation, except as noted below (additional pages may be attached, if necessary).*

**Check one of the following responses to the Special Terms and Conditions and Scope of Work and Specifications:**

- We take no exceptions/deviations to the special terms and conditions and scope of work and specifications.

*(Note: If none are listed below, it is understood that no exceptions are taken.)*

Note: See Best and Final Offer  
For further details

- We take the following exceptions/deviations to the special terms and conditions and scope of work and specifications. Provide details on your exceptions/deviations below:

*(Note: Unacceptable exceptions/deviations shall remove your proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave's decision shall be final.)*

#### **Konica Minolta's Exceptions to Special Terms and Conditions**

- 1.5 Acceptance shall be at the time the equipment has been delivered, installed and made fully operational according to the manufacturer's specifications at the point of delivery. The Member shall have sole responsibility for acceptance or rejection of delivered and installed equipment. Title to the equipment shall pass to the Member upon acceptance.  
**Acceptance or Rejection should be provided within ten (10) days from date of delivered and installed equipment.**  
**For the lease option, title to the equipment will stay with the lessor.**

- 1.10 Contract vendor shall not initiate or establish automatic maintenance renewals or require the Member to sign such an agreement. Initiation of extended service shall be at the sole discretion of the Member, and authorization to enter into maintenance agreements shall be made solely upon issuance of a Mohave purchase order that references the applicable Mohave contract number. Contract vendor shall not enter into a maintenance agreement under this RFP without first receiving a purchase order from the Member  
**Service on individual equipment shall automatically be extended for successive one year terms at the rates being charged by Konica Minolta at the time of renewal unless Customer or Konica Minolta provides the other party thirty (30) days written notice before the end of the current term of its intention not to renew this Agreement. Upon renewal, either party**

**may cancel this Agreement, with or without cause, upon thirty (30) days written notice to the other party.**

- 1.21 Any claim by the contract vendor that equipment breakdown is the result of the use of independent copier supplies must be supported by written documentation from the manufacturer and/or the servicing technician that clearly states how the independent supplies caused the breakdown. Use of independent copier supplies shall not void warranty or service maintenance agreements.

**Use of non-OEM parts, consumables and unauthorized technicians may void the Customer Confidence Guarantee**

- 1.32 Monthly lease payments shall be based upon a factor applied to the purchase price of the equipment. The lease factor shall remain firm throughout the contract. Alternate methods for determining lease payments may be offered, subject to approval by Mohave

**Konica Minolta could meet the additional needs of Members by placing new equipment on coterminous lease agreements ensuring a common expiration date for all equipment; however, units placed after the initial install will be subject to the current lease rates based on the remaining term.**

- 1.35 For leases under an awarded contract, Members are exempt from paying property tax if the Member has the title to the equipment during the lease. The Member is subject to payment of property taxes if the lessor has title to the equipment, such taxes are assessed against the lessor, and the lessor notifies the member of such assessment. It is reasonable that the Member be entitled to verification that such taxes are not included in the original lease payment amount and verification of the assessment.

**For a lease option title to the equipment would be with the lessor. PPT would apply on FMV lease.**

- 2.1.05 Low-volume units shall utilize a hard disk drive (HDD) for document storage.

**Hard Disk Drives are not available for: bizhub 160, bizhub 161f, bizhub 181**

- 2.3.17 High-volume units shall include a bypass feeder.

**The bizhub 601 and bizhub 751 have a manual bypass.**

- 2.3.19 High-volume units shall have a minimum storage capacity of 60 GB.

**The following models do not met the 60 GB minimum memory: bizhub 601: 1024MB Standard; bizhub 751: 1024MB Standard; bizhub C552: 2GB Standard; bizhub C652: 2GB Standard; bizhub PRO950: 30 GB Standard.**

- 2.5.04 Other options shall include but not be limited to: security badge readers, software hooks for third-party software connectivity, enablers that automatically contact a service center for service repair, voice operation and guidance kit (for visually impaired users), remote operator's software kits and user interface, Braille label kits, and accessibility handles.

**Card Readers are not available for: bizhub 160, bizhub 161f, bizhub 181, bizhub PRO950, bizhub PRO1051, bizhub PRO1200, bizhub PROC5501, bizhub PROC6501.**

**Konica Minolta's devices do not accommodate voice operation and guidance kits; Braille label kits or accessibility handles.**

- 2.8.04 Facsimile machines shall be compatible with the four basic standard communication codes used in North America (MH, MR, MMR, JBIG and JBIG2).

**Konica Minolta's Fax 2900 Communication Codes: MH/MR/MMR**

**Konica Minolta's Fax 3900 Communication codes: MH/MR/MMR/JBIG**

**Konica Minolta's Clarifications to Tab 5-Special Terms and Conditions**

- 1.4 The minimum length of warranty required under this contract shall be a 90-day warranty, covering all parts and labor.

**Konica Minolta commits to maintaining each Konica Minolta unit in your entire fleet for the full duration of any service maintenance agreement and, in view of this commitment to deliver the highest standards of excellence, we offer the Customer Confidence Guarantee. Konica Minolta agrees to maintain the equipment covered by this guarantee in good operating condition, providing necessary maintenance, service and repairs as specified by the terms of the written maintenance agreement. Should a workgroup unit be out of service, due to maintenance needs, for more than 16 consecutive business hours, or if a production print unit is out of service for more than 24 hours, Konica Minolta shall provide a loaner unit of similar capabilities upon your request. Any unit that Konica Minolta determines cannot be properly repaired to manufacturer's specifications will be eligible for a replacement unit of substantially similar or greater capabilities, at no additional charge; provided, however, that the replacement unit may be other than new.**

- 1.8 Availability of extended service maintenance of equipment is required. For equipment sold under this contract, extended maintenance contracts shall be available to begin on the day following the end of the warranty period. This extended service maintenance shall be priced as requested on the Discount and Price Schedule (pages 48-49).

**Please see Konica Minolta's response to 1.4 above.**

- 1.12 Extended maintenance pricing shall be inclusive of all labor and materials (excluding paper, manufactured toner/drum combination units, and staples), equipment, mileage, lodging, meals and incidental expenses (M&IE), and services required to maintain the equipment in accordance with the manufacturer's specifications.

**Konica Minolta's service proposal includes remedial and preventative maintenance, all consumables, including staples, with the exception of paper.**

**The Konica Minolta service program includes a variety of provisions designed to optimize the availability of your Konica Minolta equipment. These service guarantees are based around the corporate service standard of a minimum 95% average fleet uptime. To achieve this standard, Konica Minolta is committed to a 4-hour average on-site response time for all customer locations serviced by a branch or within 50 miles of an authorized dealer. Remote locations outside this radius will be responded to, on-site, within an average of 6 hours from call placement**

- 1.22 Routine service and preventive maintenance shall include all cleaning, lubrication, adjustments, and parts replacements recommended by the manufacturer, using the manufacturer's recommended schedules. Member may purchase supplies used in preventive maintenance from the contract vendor, but is not required to do so.

**Preventive Maintenance will include cleaning, lubrication, adjustment, and may be made at the same time remedial service is being performed**

- 1.24 OEM upgrades released during the first year of operation are to be installed within 45 days of release at no cost to the Member. Upgrades of software and ROM after the first year must be available as part of any maintenance agreement, within 45 days of release, and installed at no additional cost to the Member.

**Upgrades for leased and rented equipment will be managed on a case-by-case basis. For any Konica Minolta equipment, Konica Minolta will obtain a buyout to upgrade cost from the applicable financing company and evaluate the benefits of the lease buyout with the Member. If desired, Konica Minolta will quote an upgrade price to the Member and coordinate the installation of the new unit and the removal of the old equipment.**

**New firmware updates are immediately posted on an extranet site that service technicians and integrators have access to via their sprint high speed wireless internet card and IBM laptop.**

**Print Drivers and PageScope software updates are available for download from our public web site.**

**Konica Minolta prefers to have field Service Engineers monitor and perform MFP firmware updates for our customers. This assures that firmware updates are performed on a timely basis and accounted for when troubleshooting field issues. This service is included in the service contract and is performed on a regularly scheduled basis.**

- 1.25 On-going telephone access shall be available for Member to obtain technical assistance to correct minor equipment problems and answers to questions relating to operation of the equipment. Such assistance shall be available 8:00 a.m.-5:00 p.m. Monday-Friday, excluding legal holidays. **Konica Minolta's proposal to you includes a centralized service call request process that will ensure timely response to all service requests. While Konica Minolta utilizes a vast network of Service providers, the service call process has been standardized, through the Konica Minolta's National Customer Support Center (NCSC), located in our bizhub customer care centers in Windsor, Connecticut and Tempe, Arizona. The NCSC is staffed 24 hours a day, 365 days per year, with trained customer support professionals. They ensure each customer receives consistently high levels of service in a simple to manage manner. All your locations will be provided toll-free and web-based access to the NCSC, in order to simplify the process of requesting service for your fleet. Users can initiate a service call either through the dedicated toll-free hotline or [www.MyKMBS.com](http://www.MyKMBS.com), our interactive fleet management site, from anywhere at any time.**
- 1.27 Any total satisfaction guarantee shall permit the Member to decide if the copier needs to be replaced during any replacement period offered by the contract vendor.

**Please see Konica Minolta's response to Item 1.4.**

- 1.38 A variety of options shall be available to Members concerned with hard disk drive security for units that are being removed from their site at the end of the lease period. These options shall include hard drive surrender, hard drive encryption and hard drive data overwrite security. Any charges for these options shall be clearly identified in the pricing provided in your proposal, per the instructions on the Discount and Price Schedule (pages 48-49). **Many customers today are concerned with the disposal of digital printing devices that may hold proprietary data internally. When Konica Minolta disposes of a MFP that is at the end of its life, we offer secure disposal options that can provide peace of mind.**

**Option 1 - As-is disposal**

**Konica Minolta will pickup the MFP according to standard terms and conditions and will dispose of the MFP. The internal data of the machine will not be altered or modified in any way.**

**Cost - included with standard removal**

**Option 2- In-place data cleaning**

Where available a KMBS technician will 'reformat' the hard drive using built in utilities or external PC based software. The drive will be cleared of data and re-initialized in the machine before disposal. Availability of this option depends on model and configuration.

**Cost - See Section 6, Tab 6 - Konica Minolta's Price and Discount Schedules.**

**Option 3 - Hard Drive replacement and return**

At the time of disposal the internal or external hard drive will be removed and sealed in a container then will be returned to the customer. A replacement hard drive will be installed in the machine and re-initialized with the generic device control programs. Availability of this option depends on model and configuration.

**Cost - See Section 6, Tab 6 - Konica Minolta's Price and Discount Schedules.**

- 2.8.11 Features and options for facsimile machines shall include, but not be limited to: platen for document scanning, transmission/reception via Internet, fax-to-email services, PC/Network connections, variable print speeds in pages per minute, variable resolutions, multi-functional capabilities (TWAIN and/or ISIS-compatibility), OCR capabilities, additional memory, network interface card and print controller.

**Konica Minolta's FAX 2900 does not accommodate: OCR, Extra Memory, Network Interface Card.**

**Konica Minolta's FAX3900 does not accommodate: OCR.**

- 2.11.05 Shipping materials (crates and pallets) made with 100% recycled cardboard are preferred.

**Konica Minolta uses Cardboard hybrids are used for packaging where possible.**

## Appendix B: Questionnaire for Offeror

Place after Tab 7

1. Provide Arizona Transaction Privilege (sales) Tax License Number: [REDACTED]

Do you collect city, county and/or other local sales tax in Arizona? Yes  No

*If yes, please check one:*

Our combined state, city, county and/or other local sales tax rate is \_\_\_\_\_% (local rate).

The sales tax rate varies by the location (i.e. ship-to-rate).

Sales Tax at time of Bid: Flagstaff 9.446; Phoenix - 9.300; Tucson - 9.100 and Yuma - 9.400

2. For products on your price list, is shipping/handling included in the price?

Yes  (included) No  Varies by Product  N/A

If you answered "No" or "Varies by Product," provide detailed shipping information on the pricing workbook.

3. Mohave is established to offer a cooperative purchasing program "*which can be accomplished more efficiently and economically as a multi-district or multi-county operation.*"

Efficiency and economy can be established through reduced bidding effort for Members and vendors, management of a single contract, fewer price schedules to maintain, fewer contact persons, using Mohave as an extension of Members' purchasing departments, etc. Additionally, it is Mohave's assertion that a statewide contract available to approximately 380 Member agencies results in economies of scale and lower prices than those received by bidding individual contracts, especially, but not limited to small Member agencies.

Will a contract based upon your proposal result in the efficiencies and economies described above?

Yes  No

If No, what efficiencies and economies would Members receive from a contract based on your proposal?

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4. List applicable Arizona Contractor's licenses held by your company.

Name of licensee	Classification	Number
Konica Minolta Business Solutions, Flagstaff	Business	80102486
Konica Minolta Business Solutions, Phoenix	Business	86021657
Konica Minolta Business Solutions, Tucson	Business	117574

5. Address for purchase orders:

Joe Kemplin

Attention of \_\_\_\_\_

4730 North 16<sup>th</sup> Street Same as Street Address

Street Address \_\_\_\_\_ Mailing Address \_\_\_\_\_

Phoenix NJ 85016

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

(602) 234-2406

Fax \_\_\_\_\_

JKemplin@kmbs.konicaminolta.us

Email Address \_\_\_\_\_

**Appendix B: Questionnaire for Offeror (con't)**

Place after Tab 7

6. Contacts for Mohave:

Joe Kemplin

Main Mohave representative \_\_\_\_\_  
*(Shall be the main point of contact for Members. Shall be responsible for handling information requests from Members.)*

Title Senior Account Executive Email address JKemplin@kmbs.konicaminolta.us  
 (602) 798-7277 (602) 234-2406  
 Phone number \_\_\_\_\_ Fax \_\_\_\_\_

Joe Kemplin

Name of contact for RFP/contract \_\_\_\_\_  
*(Shall be the main point of contact for Mohave procurement/contract specialists. Shall be responsible for handling information requests from the Mohave specialists.)*

Title Senior Account Executive Email address JKemplin@kmbs.konicaminolta.us  
 (602) 798-7277 (602) 234-2406  
 Phone number \_\_\_\_\_ Fax \_\_\_\_\_

Lisa Matesky

lmatesky@kmbs.konicaminolta.us

Audit Contact \_\_\_\_\_ Email address \_\_\_\_\_  
*(Shall be the main point of contact for Mohave accounting specialists. Shall be responsible for handling information requests from the Mohave specialists.)*

Lisa Matesky

lmatesky@kmbs.konicaminolta.us

Reconciliation Contact \_\_\_\_\_ Email address \_\_\_\_\_  
*(Shall be the main point of contact for the reconciliation report.)*

Linden Ward

Name of contact for Escalation \_\_\_\_\_  
*(Shall be the main point of contact when an issue needs to be escalated above the main contact for the RFP/contract. This contact shall be a different individual, than those named for the contacts listed above.)*

Title Major Accounts Manager Email address linden.ward@kmbs.konicaminolta.us  
 (602) 798-7243 (602) 234-2406  
 Phone number \_\_\_\_\_ Fax \_\_\_\_\_

Dept. LA 22988

Payment remittance address \_\_\_\_\_  
 City Pasadena State CA ZIP 91185-2988  
 (800) 695-4195 (800) 862-2490  
 Telephone (invoice questions) \_\_\_\_\_ FAX \_\_\_\_\_

7. Sales support by region (If you have representatives other than the Arizona Representative listed above.)

Name	Region served	Phone
John Guinan	North Arizona	(520) 779-1605
Bryce Judd	North East Arizona	(928) 537-7075
Adam Grodzki	Tucson, Arizona	(520) 790-8633
Mina Sage	Yuma, Arizona	(928) 726-4532
Jay Douglas	Phoenix, Arizona	(602) 531-2910

8. Will you offer Members a quick pay discount if payment is made within 10 or 20 days?  
Yes \_\_\_ No x If Yes, what is the discount for 10 days? \_\_\_\_\_ 20 days? \_\_\_\_\_  
www.konicaminolta.us

9. What is your general website (Internet) address? \_\_\_\_\_

## Appendix E: Information Systems Compliance Worksheet

Place after Tab 7

The Arizona procurement code requires that all public agencies purchasing information systems be aware that the costs involved include more than the costs of purchase and installation, but future repair costs, financing costs, training and support fees, and other less obvious costs. These costs represent the total Member and total life cycle costs. The law requires that any vendor of information systems that cost over \$100,000 include the total life cycle costs, total Member costs, and application benefits for the proposed purchase.

*"Information systems" means a system of hardware, software or vendor support costing more than one hundred thousand dollars that processes information or data by electronic data processing methods and devices.*

To assist in evaluating your proposal, please check and complete the applicable section below.

- We are exempt from ARS §41-2553 because we are not offering information systems.
- We are exempt from ARS §41-2553 because the systems we sell will not exceed \$100,000 per Member or contract.
- We will respond to the information below because the systems we sell may exceed \$100,000 per Member or contract.
- Konica Minolta will complete this form on a case-by-case basis (if a Purchase Order to a Mohave Member exceeds \$100,000 for any information system Konica Minolta may provide).

**Mohave has determined that Appendix F does not apply to this solicitation.**

A. Our research indicates that for some communications equipment, the average expected life cycle is 60 months. For the purpose of this RFP, what is the useful life of the equipment being offered?

\_\_\_ 60 months    \_\_\_ 48 months    \_\_\_ 36 months    \_\_\_ other

B. Using a life cycle of 60 months, do you accept the following rates as substantially accurate in representing the remaining values under normal depreciation of equipment? after 1 year, 100%; after 2 years, 84%; after 3 years, 64%; after 4 years, 30%; after 5 years, 10%.

\_\_\_ Yes    \_\_\_ No    (If No, attach separate worksheet showing remaining value after depreciation.)

C. Do you accept the following costs as reflective of actual costs for yearly maintenance contracts based on a percentage of the net cost of equipment purchased? 1st year, no cost (warranty); 2nd year, 13% of cost; 3rd year, 15% of cost; 4th year, 18% of cost; 5th year, 21% of cost.

\_\_\_ Yes    \_\_\_ No    (If No, attach separate worksheet showing yearly maintenance costs.)

D. Using the figures in A-C above, do you agree that the following projections are reflective of life cycle costs for a \$100,000 purchase of your equipment?

Initial cost	\$100,000
Maintenance costs	67,000
Residual value	-10,000
<b>TOTAL LIFE CYCLE COSTS</b>	<b>\$157,000 or \$31,400 per year</b>

\_\_\_ Yes    \_\_\_ No    (If no, attach separate worksheet showing life cycle cost.)

E. Identify where in your proposal the application benefits of the equipment you offer are described. Application benefits means a quantified assessment of the benefits to be achieved by the information systems offered by reduction in program costs and/or by increases in productivity of users.

Note: See Best and Final Offer  
For further details

## Appendix G: CES Participation Information

Cooperative Educational Services (CES) is composed of all 89 public school districts, all public universities, most charter schools and two-year colleges, and several BIA in New Mexico. The CES Members have joined and become parties to the Joint Powers Agreement To Form An Educational Cooperative that does business as CES. The public agency is run by and for the public schools in New Mexico. Based in Albuquerque, CES was organized in 1979 as a direct response to the articulated needs of small and rural K-12 school districts, but has since expanded to include all public educational institutions. Like Mohave Educational Services Cooperative, Inc. of Arizona, CES issues RFP's seeking contracts for schools that meet the procurement rules of New Mexico.

The New Mexico procurement code allows CES to use an out-of-state contract awarded as a result of a competitive sealed solicitation if the process used was the same as used in New Mexico. Since Arizona and New Mexico have very similar procurement codes, CES has been able to use Mohave contracts in the past. If you are willing to sign a contract based on this RFP with CES, it will be understood that where the word Arizona is used, New Mexico will be understood, and where the name Mohave is used, CES will be understood. Where laws are quoted, similar New Mexico laws will be interpreted. In any event, Mohave suggests any vendor who intends to use the contract in New Mexico to offer an even bigger discount, consider the potential increase in sales using two states. If Mohave awards you and you have marked the CES box below, Mohave will forward an electronic copy of the award to CES for their evaluation. CES will award and administer any New Mexico contracts, however the contracts will only exist as long as a Mohave contract issued under this solicitation is in place.

Neither CES nor Mohave will hold the other responsible for any irregularities in either contract. Mohave neither encourages nor discourages vendors from contacting CES. If you would like to discuss the use of any contract awarded by Mohave in New Mexico, contact CES at the address below:

Cooperative Educational Services  
David Chavez, Executive Director  
4216 Balloon Park Rd. NE  
Albuquerque, NM 87109  
Phone (505) 344-5470  
FAX (505) 344-9343

**CES participation will not be a factor in the decision to award a Mohave contract.**

If you are willing to honor purchase orders from Cooperative Educational Services in New Mexico under the same terms and conditions as in this RFP place your initials in the box.

If you are unable to service New Mexico, please initial this box.

## Copiers and Multifunctional Digital Equipment (con't)

Place after Tab 8

### 3.0 Supplementary Information

3.1 PPI (Past Performance Indicators) is relevant information regarding your actions under previously awarded contracts to schools, local, state, or federal agencies. It includes your record of conforming to specifications and to standards of good workmanship; your record of containing and forecasting costs on any previously performed cost reimbursable contract schedules, including the administrative aspects of performance; your history for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, your businesslike concern for the interests of the customer.

Provide a list of five (5) different Arizona public agencies (preferably school districts) where products have been sold in the past five (5) years, for specific goods/services related to this solicitation. Provide the name of the public agency, contract sales amount, year of the sale, contact name, telephone number and description of the project. Arizona public agency references are preferred.

If you cannot provide five (5) Arizona references, please explain why and provide other public agency references.

Number	Name of Public Agency	Contract Sales Amount	Year of the Project	Contact Name	Phone Number
1	Washington ESD	\$2.2 million	2008	Howard Kropp	(602) 347-2610
Description of Products					
145 Multi-Functional Copiers					
2	TUHSD	\$1.7 million	2008	Cheryl Burt	(623) 478-4066
Description of Products					
85 Multi-Functional Copiers					
3	Creighton ESD	\$350,000	2006	Carolyn Benson	(602) 381-6000
Description of Products					
40 Multi-Functional Copiers					
4	Buckeye UHSD	\$300,000	2005-2009	Sue Curry	(623) 386-9704
Description of Products					
25 Multi-Functional Copiers					
5	Littleton ESD	\$275,000	2006-2009	Ken Olson	(623) 478-5615
Description of Products					
23 Multi-Functional Copiers					

## Copiers and Multifunctional Digital Equipment (con't)

Place after Tab 8

### 3.0 Supplementary Information (con't)

- 3.2 In addition to the references listed in 3.1, list five (5) copier and multifunctional digital equipment sales that have had problems, describe the problem, and identify how the problem was solved (what steps were taken to satisfy the customer). Provide the name of the public agency, type of machine, year of the project, contract amount, contact name and telephone number. Do not include problems caused by another firm that your firm fixed.

Number	Name of Public Agency	Contract Sales Amount	Year of the Project	Contact Name	Phone Number
1	Kyrene ESD	\$175,000	2009	Kris Cuyler	(480) 783-4294
<b>Description of problem #1, and what steps were taken to satisfy the customer:</b>					
<p>Kyrene purchased copiers from Konica Minolta in May of 2009. Within six (6) months a reoccurring problem with the finishers was determined by our local technical team and subsequently our National Technical Support (NTS) Team, who established, this was a problem that could not be repaired. The problem units were removed and replaced with newer models at NO out-of-pocket expense to the Kyrene District. Konica Minolta's Customer Confidence Guarantee states: "Should a workgroup unit be out of service, due to maintenance needs, for more than 16 consecutive business hours, or if a production print unit is out of service for more than 24 hours, Konica Minolta shall provide a loaner unit of similar capabilities upon your request. Any unit that Konica Minolta determines cannot be properly repaired to manufacturer's specifications will be eligible for a replacement unit of substantially similar or greater capabilities, at no additional charge; provided, however, that the replacement unit may be other than new".</p>					
2	Wickenburg USD	\$160,000	2009	Jim Serbin	(928) 668-5353
<b>Description of problem #2, and what steps were taken to satisfy the customer:</b>					
<p>Wickenburg USD had given a major competitor an opportunity to compare service support to what we provided. This test went on for 2 ½ years and it was determined that we had out serviced the competition in the outlying area where they live and work. KMBS had an ongoing service issue with a sorter at the High school. We exchanged it. Then another machine was struggling in its final years of service which generated the need to provide a Loaner unit. This Loaner Unit stayed with the customer for several months until WHSD made the move to purchase new equipment. Service support was critical, but so was providing reliable equipment. Konica Minolta installed the new bizhub 750 series copiers in all of WUSD's facilities and continued to provide the best price, best product ... and service support in this rural and quaint town of Wickenburg. WUSD is so pleased with the performance and economy, that they have removed all of their printers and currently run all their prints through Konica Minolta's MFP. Call the business office and ask for Jim.</p>					
3	Marana Unified School District	\$150,000	2005-2010	Eva Grove	(520) 682-2421
<b>Description of problem #3, and what steps were taken to satisfy the customer:</b>					
<p>MUSD was experiencing problems with supply ordering and contract terms: Difficulty in finding item numbers to place the order, followed by a difficult time tracking the order in. We discussed with MUSD a new, NO CHARGE, web-based service KMBS offers and they agreed to sign up for this automated service. We then set up access on <a href="http://www.MyKMBS.com">www.MyKMBS.com</a> that offered total fleet visibility. Now MUSD could review their own account 24/7 &amp; easily see contract terms, order supplies with a simple click of the mouse; track supply orders with shipment tracking numbers and review service performance information (response time, copies between service calls, average monthly volume, machine uptime, fleet uptime) as well MUSD has been very pleased with this New Web Site and service.</p>					
4	ASBA	\$125,000	2009	Ellen White	(602) 254-1100
<b>Description of problem #4, and what steps were taken to satisfy the customer:</b>					

ASBA was troubled with a lease contract that went into automatic evergreen condition. This lease was terminated by ASBA in 2010 per the terms and conditions. However, the assigned sales representative left Konica Minolta in December of 2009 and neglected to forward the cancellation letter to the leasing company before his departure. After submitting the letter of cancellation to the leasing company, Konica Minolta was told that the letter was delinquent--missing the targeted advanced mandatory window to end the contract. The leasing company would not budge on this technicality and would only end the contract after a \$12,000 penalty fee was paid. Konica Minolta stepped up and issued a check in the amount of \$12,000 to the leasing company to satisfy this lease debt to insure that there was no problem with ASBA, the Leasing company and a potential credit rating dilemma.

5	Higley Unified School District	\$233,000	2010	John Snow	(480) 478-7047
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**Description of problem #5, and what steps were taken to satisfy the customer:**

Higley USD experienced a few billing & tracking issues from each of their copier machine servicing vendors (which is typical of this industry). Supply ordering, coupled with maintenance contracts that were confusing and expensive, and no real ability to inspect each installation easily to aid in fleet management. Konica Minolta was as guilty as the other two Vendors. However, after exploring all of the competitive copier dealers on contract, HUSD decided to go with KMBS' Flat rate service program. This service program along with a competitive purchase price, translated into significant overall cost savings annually with an easy to understand billing / invoicing implementation. The true accounting benefit was: One annual maintenance bill & One annual lease payment. The newly announced Website [www.mykmbs.com](http://www.mykmbs.com) solved the issues of supply ordering with online 24/7 access anytime / anywhere with additional opportunities to view equipment usage patterns from a total FLEET perspective & provided an excellent management tool they were wanting.

## Copiers and Multifunctional Digital Equipment (con't)

Place after Tab 8

### 3.0 Supplementary Information (con't)

- 3.3 Indicate if your offer is regional or statewide: Regional \_\_\_\_\_ XStatewide \_\_\_\_\_  
If regional, indicate the regions in Arizona you will service.
- 
- 

In the past three years, what percentage of your Arizona business do you estimate was in each geographical area identified below?

Maricopa/Pinal/Pima counties 50 % Northern Arizona 30 % Southern Arizona 20 %

Although many Arizona businesses are able to serve any part of the state, most businesses concentrate on just one or two geographic areas. If you are awarded a contract with Mohave, which area(s) of the state will your sales force target?

Our sales force is active in all parts of the State of AZ; i.e. from the reservations to major downtown metropolitan centers: YUMA, COLORADO RIVER LOCATIONS, KINGMAN, WICKENBURG, PRESCOTT, FLAGSTAFF, WINSLOW, PAGE, KAYENTA, ALL RESERVATIONS, SHOWLOW, ROUND VALLEY, SAFFORD, GLOBE, MORENCI, FLORENCE, COOLIDGE, CASA GRANDE, ELOY, BUCKEYE, PALO VERDE, SADDLE MOUNTAIN, MARANA, ORACLE, TUCSON, SIERRA VISTA, DOUGLAS, NOGALES, BISBEE, SIERRA VISTA, (Phoenix, Scottsdale, Tempe, Glendale El Mirage, Sun City and Surprise (to mention a few)

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## Copiers and Multifunctional Digital Equipment (con't)

Place after Tab 8

**3.0 Supplementary Information (con't)**

**3.4** If a Mohave Member in a geographic area of the state remote from your general service area needs services, please describe how you would use local subcontractors to maintain the product.

Konica Minolta will service all remote areas of the state of AZ. We currently have the largest presence in the outlying areas with an established customer base as well as local physical offices in Yuma, Bullhead, Prescott, Flagstaff, Show Low, Tucson & Phoenix. There is NO need to hire a subcontractor as we offer service coverage in every corner of the State of AZ.

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Provide a list of subcontractors for service/maintenance if any, to be used if awarded a contract. Provide complete information on each.

Name of Firm	Management Personnel Name	Title	Location	Phone Number	Services to be Performed	License Number(s)
<b>NONE</b>						

## Copiers and Multifunctional Digital Equipment (con't)

Place after Tab 8

### 3.0 Supplementary Information (con't)

- 3.5 Describe how you intend to market an awarded contract. Give examples of a specific marketing plan. If your contract representative is not located in Arizona, describe how you would contact Members.

Direct Sales force to personally call on all AZ schools. Phone, e-mail, direct mail, attendance at all trade shows and ASBA ... AASBO conferences, will keep Konica Minolta in front of the prospective schools to make sure they know about us and Konica Minolta's advantages. You can "Count on Konica Minolta" is our motto.

## Copiers and Multifunctional Digital Equipment (con't)

Place after Tab 8

### 3.0 Supplementary Information (con't)

3.6 It is anticipated that Members will be required to sign additional agreements (sales, lease, maintenance, etc.)?

Review/revise your agreement(s) for any terms that conflict with the Mohave terms and conditions. In addition, review for the following common issues:

Acceptable agreements **shall** include:

- Non-appropriations clause;
- Contract or agreement must be governed by the laws of the State of Arizona;
- Net payment is thirty (30) days.

Agreements **shall not** include:

- Waiver of right for a jury trial;
- Requirement of upfront payment by Member when purchase order is placed;
- Entire agreement language;
- Auto-renewal language.

Konica Minolta's leasing partner could accommodate "No Auto Renewals" for a \$Buyout End of Lease or a Bank Qualified Lease/Purchase.

Attach your reviewed/revise agreement(s). **Unacceptable agreement(s) may render your proposal non-responsive.** Do not assume a Best and Final Offer will be issued to resolve conflicts within your agreement(s).

Note: See Best and Final Offer  
For further details

## Copiers and Multifunctional Digital Equipment (con't)

Place after Tab 8

### 3.0 Supplementary Information (con't)

3.7  Our pricing methodology is percentage off published MSRP.

Our pricing methodology is fixed pricing.

Our pricing methodology is a combination of percentage off published MSRP and fixed-pricing.

Provide a description as to how your pricing will be managed under an awarded contract. If you are using fixed pricing, outline any contingencies for economic adjustments. (See **Basis for Pricing** in the general terms and conditions.)

**Konica Minolta offers a variety of acquisition methods that are customized for each of our customers. First, we offer a discounted Purchase Price offering for customers that choose to invest in the equipment assets up front. Payment terms of Net 30 days are extended for all purchases. Mohave's administration fee is included in our Net price. The value of trade-ins or rebates will not affect the amount of administration fee paid to Mohave.**

**Konica Minolta also offers a variety of leasing options through our preferred financing partners for customers that choose to allocate equipment costs over time. We're offering Mohave and its Members Fair Market Value leases and Financed Purchase leases. The decision to purchase versus lease is typically dependent upon a Customer's available cash flows and overall asset goals. The Konica Minolta Account Management team will assist the Member in reviewing these alternatives and selecting the option that will deliver the highest levels of cost efficiency and provide the optimal solution for the Member's goals.**

**Upgrades for leased and rented equipment will be managed on a case-by-case basis. For any Konica Minolta equipment, Konica Minolta will obtain a buyout to upgrade cost from the applicable financing company and evaluate the benefits of the lease buyout with the Member. If desired, Konica Minolta will quote an upgrade price to the Member and coordinate the installation of the new unit and the removal of the old equipment. For non-Konica Minolta brands, Konica Minolta will assist in obtaining buyout figures and evaluating the savings available with our proposed equipment versus the cost to buyout. When an advantage is identified, Konica Minolta will coordinate the installation of our new equipment to coincide with the removal of the old equipment, minimizing the downtime Members' departments would be subject to during the process.**

Note: See Best and Final Offer  
For further details

## Copiers and Multifunctional Digital Equipment (con't)

Place after Tab 8

### 3.0 Supplementary Information (con't)

- 3.8 If mobilization and/or travel charges are applicable, describe how they are calculated, and when they are necessary, (e.g., 50 miles from origin, etc.). Include information regarding what the mobilization and travel rates cover. (See Pricing: Reimbursement for Transportation, Mileage, Lodging, Meals and Incidental Expenses in the general terms and conditions.)

**Konica Minolta's service proposal includes remedial and preventative maintenance, all consumables, including staples, with the exception of paper.**

The Konica Minolta service program includes a variety of provisions designed to optimize the availability of your Konica Minolta equipment. These service guarantees are based around the corporate service standard of a minimum 95% average fleet uptime. To achieve this standard, Konica Minolta is committed to a 4-hour average on-site response time for all customer locations serviced by a branch or within 50 miles of an authorized dealer. Remote locations outside this radius will be responded to, on-site, within an average of 6 hours from call placement.

**Printers requiring onsite service are responded to next day.**

## Copiers and Multifunctional Digital Equipment (con't)

Place after Tab 8

### 3.0 Supplementary Information (con't)

- 3.9 Today's copier market contains a wide divergence of terms that describe what is meant by remanufactured. Provide a description of the remanufactured lines you are offering and the process used for these remanufactured products, as per specification 2.9.08.

**Konica Minolta's will provide Mohave Educational Service's Members with newly manufactured equipment.**

Copiers and Multifunctional Digital Equipment (con't)

**3.0 Supplementary Information (con't)**

- 3.10 Indicate what, if any, the percentage of remanufactured parts that are used in newly manufactured machines that you are offering, per specification 2.9.09.

**To ensure effective use of resources, Konica Minolta is committed to collecting products at the end of their use and recycling them. We make sure that the concept of "Reduce, Reuse and Recycling" is taken into account from the development and design stage of our products. Toner Cartridges are the key to maximizing performance and the life of the copier. Our supplies are developed to the highest standards and engineered for both optimal output and engine longevity. We actively promote our end users to recycle the cartridges according to the local plastic recycling rules. End users may also return the cartridges at their expense to our toner plant located in New York.**

**For used MFPs, the external body panels are recovered and the plastic remanufactured for molding panels for new MFPs. For this process specialized plastic pulverizing machines have been installed at its recycling plants. Internal programs are emphasized in the company's "Zero Waste Disposal" campaign, said to yield significant economic benefits. These include collecting raw material scrap, used solvents and other waste manufacturing by-products for reuse**

**In our copier recycling line in Japan, post-use copiers are collected and carefully disassembled by hand, one by one, to collect parts and materials for reuse and recycling. The plastic parts taken from post-use copiers are first pulverized, then melted, and molded into new copier parts for re-use. This kind of closed loop materials recycling is one of the most effective recycling measures to help reduce waste while at the same time contributing to conserve natural resources.**

**100% of the plastics in our machines are designed to be recycled, and the product itself is designed to be disassembled by one person with no special tools. To recycle and re-use as many materials as possible, Konica Minolta uses the same two types of plastic in outer casing parts for MFPs. Our recycling facilities are equipped with crushers and mechanisms that remove foreign matter to support this process, resulting in the recycling of 100 tons of plastic each year. Konica Minolta also focuses on reducing and recycling packaging materials – another important benefit for the environment. We recycle the wood pallets, metal banding, stretch plastic wrap, plastic, Styrofoam, and corrugated cardboard. So close to 100 percent of the packaging can be reused, reconditioned for reuse, or recycled.**

**3.0 Supplementary Information (con't)**

- 3.11 Include details of your used toner and ink cartridge recycling program, and what steps a Member would have to take to participate, per specification 2.11.06.

**MFPs:** All Konica Minolta toner bottles are made of HDPE, or High Density Polyethylene identified by the Society of the Plastics Industry (SPI) as one of the two types of plastic that can be recycled most economically. These toner bottles are designed to be collected and recycled at local facilities, reducing fuel and gas required by shipping. 25% of the plastic used in toner bottles come from recycled plastic. 100% of the recycled plastic used is made from post-consumer waste.

**Desktop Printers:** Toner cartridges are obviously the key to maximizing the performance and the life of a printer. Konica Minolta printer supplies are developed to the highest standards and engineered for both optimal output and engine longevity. They have undergone rigorous testing prior to approval for use in our printers.

The quality requirements and standards are so high that Konica Minolta has established a toner cartridge recycling program. Once the toner cartridge is ready for replacement, simply follow the instructions detailed, use the return label packaged with the cartridge, and mail to the Konica Minolta Printer Supplies Return Program (UPS is the shipping agent for this program). It's that simple.

For managed print service fleets, Konica Minolta offers a cartridge Recycling Program as part of our Optimized Print Services program. Customers have the option to purchase boxes (approximately 30 cartridge capacity) or Pallets (approximately 75 cartridge capacity). Shipping is included in the price of boxes or pallets. All used cartridges will be shipped to Konica Minolta's Recycling Center.



## KMBS SALES TERMS AND CONDITIONS "SCHEDULE A"

(Revised 03-30-09)

The following are the terms and conditions which control the sale or rental of the equipment referenced on the reverse side of this Agreement:

1. **PAYMENT:** Payment is due within thirty (30) days from the date of the invoice. Should the customer fail to make any payment due hereunder, or be or become insolvent or be a party to or acquiesce in any bankruptcy or receivership proceeding or any similar action affecting the affairs or property of Customer, or violate any aspect of this Agreement, Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") may refuse to provide warranty service for the equipment and may enter Customer's premises to recover any property or equipment owned by KMBS. Customer specifically grants its permission to KMBS to enter its property for this purpose. Title to equipment referenced on the reverse side of this Agreement shall pass to Customer upon delivery to Customer's location unless equipment is provided on a rental basis. Title to equipment provided on a rental basis shall remain with KMBS. Customer agrees to the filing of any liens, and/or UCC security Agreements (including UCC-1) to acknowledge the financial interest of KMBS in the equipment which is the subject of this Agreement until full payment is made. If Customer fails to make any payment when due pursuant to this Agreement, there will be a service charge of one and one-half percent (1 1/2%) per month of the total amount due or the maximum legal interest rate allowed by law, whichever is less. Reasonable costs, including counsel fees, shall be recoverable by KMBS in the event collection activities, including litigation, are required to collect outstanding amounts due under this Agreement. NO CASH PAYMENTS ACCEPTED. Accepted manners of payment are by major credit card or checks made payable to KMBS.
2. **SITE PREPARATION:** Customer shall ensure that equipment is placed in an environment that conforms with the manufacturer's specifications and requirements and will bear all cost and expense for any additional necessities required for installation such as telephone and electrical wiring, remodeling, and noise and power filters. Any electrical work external to the equipment (i.e. associated peripheral equipment, power, transmission and phone lines, and modems) and equipment line cord is not covered by this Agreement. Once the equipment is delivered, risk of loss lies with the Customer.
3. **WARRANTY:** ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE ARE HEREBY DISCLAIMED BY KMBS AND WAIVED BY CUSTOMER.
4. **LIMITATIONS ON RECOVERY:** The equipment may not be returned to KMBS without KMBS' written consent. CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE REPAIR OF THE EQUIPMENT OR REPLACEMENT OF A NONCONFORMING PART, AT THE OPTION OF KMBS. THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES FOR ANY PROVEN BREACH OF THIS AGREEMENT (INCLUDING WARRANTY). KMBS SHALL ALSO NOT BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES DUE TO LOSS OF DATA OR INFORMATION OF ANY KIND, LOSS OF OR DAMAGE TO REVENUE, PROFITS OR GOODWILL, DAMAGES DUE TO ANY INTERRUPTION OF BUSINESS, DAMAGE TO CUSTOMER'S COMPUTERS OR NETWORKS, EVEN IF KMBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
5. **APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of New York without regard to choice of law principles. In the event of litigation or other proceedings by KMBS to enforce or defend any term or provision of this Agreement, Customer agrees to pay all costs and expenses sustained by KMBS, including but not limited to, reasonable attorney's fees. Customer further agrees to litigate any dispute concerning this matter in the courts of the state of New Jersey, consents to jurisdiction in that forum and waives the right to jury trial.
6. **FORCE MAJEURE:** Neither party shall be responsible for delays or failure in performance of this Agreement (other than failure to make payment) to the extent that such party was hindered in its performance by any act of God, civil commotion, labor dispute, or any other occurrence beyond its reasonable control.
7. **SEVERABILITY:** If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of the remaining provisions of this Agreement.
8. **WAIVER:** Failure by KMBS to enforce any provisions of this Agreement or any rights hereunder, or failure to exercise any election provided for herein, shall in no way be considered a waiver of such provisions, rights, or elections, or in any way affect KMBS' right to later enforce or exercise the same or other provisions, rights, or elections it may have under this Agreement.
9. **BUSINESS PURPOSE:** Customer warrants and represents that the equipment will be used for business purposes, and not for personal, family, household purposes or other uses deemed illegal or infringing on the copyrights of others.
10. **INDEMNIFICATION:** Customer shall bear all risk of theft, loss or damage to all equipment delivered under this Agreement, which is not caused by KMBS employees or agents. Customer agrees to indemnify, defend and hold harmless KMBS, its officers, directors, employees and agents from all loss, liability, claims or expenses (including reasonable attorney's fees) arising out of Customer's use of the equipment, including but not limited to liabilities arising from illegal use of KMBS equipment as well as bodily injury, including death, or property damage to any person, unless said injuries, death or property damage was caused solely as the result of a negligent or intentional act or omission by KMBS.
11. **ASSIGNMENT:** Customer may not assign this Agreement, without KMBS' express written consent. In the event that KMBS assigns or subcontracts any of its obligations under this Agreement, KMBS shall remain primarily responsible to perform those obligations. Any claim or defense Customer may have relating to those obligations must be asserted only against KMBS and not its assignee. KMBS may assign, without notice to Customer, any of its rights under this Agreement.
12. **NOTICES:** All notices required to be given under this Agreement shall be in writing and shall be sent by U.S. first class mail to the parties as follows: To Customer at the address listed on the front of this Agreement and to KMBS, at 100 Williams Drive, Ramsey, NJ 07446, Attention: Office of Direct Administration.
13. **ORIGINAL DOCUMENT:** Customer further agrees (a) that facsimile or electronic signatures shall be accepted as original signatures; and (b) that this Agreement or any document created pursuant to this Agreement, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. KMBS may accept orders electronically from Customer pursuant to this Agreement. Neither party shall raise any objection to the authenticity of this Agreement or any document created hereunder, based on either the use of a facsimile signature or the use of a copy retrieved from an electronic storage system.
14. **ENTIRE AGREEMENT:** This is the entire Agreement between Customer and KMBS and supersedes any proposal or prior agreement, oral or written, or any other communications relating to the sale of KMBS equipment and it may not be released, discharged, changed, or modified except by an instrument in writing signed by a duly authorized representative of each party. Customer acknowledges that KMBS sales and service representatives do not have the authority to modify these terms or to commit KMBS to any binding obligation, not otherwise set forth herein. Customer agrees that any Purchase Order or other documentation issued to KMBS covering the equipment or maintenance is issued for purpose of authorization and Customer's internal use only and any terms and conditions contained therein shall not modify or add to the terms and conditions of this Agreement. This Agreement will not be effective until accepted by an authorized representative of KMBS. Notice of acceptance is hereby waived by Customer.



**KONICA MINOLTA**

**Maintenance Contract Forms**  
All Business - Branch or Windsor

Revised 2/1/2010



**KONICA MINOLTA**  
**Standard CPC Maintenance Contract**

Note: See Best and Final Offer  
 For further details

**Sold To: (legal name)** \_\_\_\_\_ **Ship To:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Account Number:** \_\_\_\_\_ **Name:** \_\_\_\_\_ **Account Number:** \_\_\_\_\_

**Address Line 1:** \_\_\_\_\_ **Address Line 1:** \_\_\_\_\_

**Address Line 2:** \_\_\_\_\_ **Address Line 2:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_ **Street Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Tax Exemption**  No  Yes (Certificate required) **Tax Exemption Number:** \_\_\_\_\_

**PO Required**  No  Yes (Copy required) **PO Number:** \_\_\_\_\_ **PO Expiration Date:** \_\_\_\_\_

**Standard CPC Maintenance Plan**

**Cost Per Copy**  
 With Supplies  Without Supplies - Purchased Separately **Effective Date:** \_\_\_\_\_

**Billing for CPC contract:**  Monthly  Quarterly  Annually **Contract Term (Months):**  12  24  36  48  60

**Overages billed:**  Monthly  Quarterly  Annually

**Digital Support Service:**  
 Digital Support Service (DSS) through the Digital Solution Center (DSC) at a rate of \$10.00 per serial number monthly will automatically be added to the base payment below unless customer declines DSS coverage by checking the following box:

**Product Covered Under Contract:**

Item	Model Description	Serial Number	Type	Start Meter Read	Monthly Min Volume	CPC	Monthly Min \$	Overage CPC
1			C					
			B/W					
2			C					
			B/W					
3			C					
			B/W					
4			C					
			B/W					
5			C					
			B/W					
6			C					
			B/W					

**Comments:**

Customer's signature below acknowledges receipt and consent to KMBS Standard Maintenance Terms and Conditions "Schedule A" dated 02-01-10.  
 Not binding on KMBS until signed by KMBS Manager

**Customer Name:** \_\_\_\_\_ **KMBS Representative:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **KMBS Manager:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Authorized Representative of Customer** **Date**

**FOR INTERNAL USE**

New Customer  Maintenance w/ Equipment Order  Maintenance Only  Maintenance Billed by KMBS  Maintenance Billed by Lease Company  Dealer Serviced

**PE #:** \_\_\_\_\_ **Agreement #:** \_\_\_\_\_ **Customer Code 1:** \_\_\_\_\_

**Promotion #:** \_\_\_\_\_ **Price Plan #:** \_\_\_\_\_ **Customer Code 2:** \_\_\_\_\_

\_\_\_\_\_ **Subfleet #:** \_\_\_\_\_ **Customer Code 3:** \_\_\_\_\_

**Key Operator Contact:** \_\_\_\_\_ **Phone:** \_\_\_\_\_ **Email Addr:** \_\_\_\_\_

**Meter Read Contact:** \_\_\_\_\_ **Phone:** \_\_\_\_\_ **Email Addr:** \_\_\_\_\_

**Accounts Payable Contact:** \_\_\_\_\_ **Phone:** \_\_\_\_\_ **Email Addr:** \_\_\_\_\_

**Special Instructions:** \_\_\_\_\_ **Additional Documents Attached:**

Price Exception  Tax Exempt Certificate

Purchase Order  Credit Application

Originating:	Sales Rep Number:	Sales Rep Name (Please Print):	Sales Rep Email Address:
_____	_____	_____	_____
<b>Order Taking:</b>	_____	_____	_____
<b>Servicing:</b>	_____	_____	_____
<b>Contract Processed:</b> <input type="checkbox"/> Windsor, CT <input type="checkbox"/> Branch _____ (Branch Name)	_____	_____	_____



**Information Return for Tax-Exempt Governmental Obligations**  
 ▶ Under Internal Revenue Code section 148(e)  
 ▶ See separate instructions.  
 Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

**Part I Reporting Authority** If Amended Return, check here

1 Issuer's name	2 Issuer's employer identification number	
3 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	4 Report number 3
5 City, town, or post office, state, and ZIP code		6 Date of issue
7 Name of issue		8 CUSIP number
9 Name and title of officer or legal representative whom the IRS may call for more information	10 Telephone number of officer or legal representative ( )	

**Part II Type of Issue (check applicable box(es) and enter the issue price)** See instructions and attach schedule

11 <input type="checkbox"/> Education	11	
12 <input type="checkbox"/> Health and hospital	12	
13 <input type="checkbox"/> Transportation	13	
14 <input type="checkbox"/> Public safety	14	
15 <input type="checkbox"/> Environment (including sewage bonds)	15	
16 <input type="checkbox"/> Housing	16	
17 <input type="checkbox"/> Utilities	17	
18 <input type="checkbox"/> Other. Describe ▶	18	
19 If obligations are TANs or RANs, check box <input type="checkbox"/> If obligations are BANs, check box <input type="checkbox"/>		
20 If obligations are in the form of a lease or installment sale, check box <input type="checkbox"/>		

**Part III Description of Obligations. Complete for the entire issue for which this form is being filed.**

21	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
		\$	\$	years	%

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)**

22 Proceeds used for accrued interest	22	
23 Issue price of entire issue (enter amount from line 21, column (b))	23	
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	
25 Proceeds used for credit enhancement	25	
26 Proceeds allocated to reasonably required reserve or replacement fund	26	
27 Proceeds used to currently refund prior issues	27	
28 Proceeds used to advance refund prior issues	28	
29 Total (add lines 24 through 28)	29	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	

**Part V Description of Refunded Bonds (Complete this part only for refunding bonds.)**

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	▶	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	▶	_____ years
33 Enter the last date on which the refunded bonds will be called	▶	_____
34 Enter the date(s) the refunded bonds were issued	▶	_____

**Part VI Miscellaneous**

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (see instructions)	36a	
b Enter the final maturity date of the guaranteed investment contract	▶	_____
37 Pooled financings: a Proceeds of this issue that are to be used to make loans to other governmental units	37a	
b If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the name of the issuer	▶	_____ and the date of the issue ▶ _____
38 If the issuer has designated the issue under section 265(b)(3)(B)(i)(II) (small issuer exception), check box	▶	<input type="checkbox"/>
39 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box	▶	<input type="checkbox"/>
40 If the issuer has identified a hedge, check box	▶	<input type="checkbox"/>

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete.

**Sign Here**

Signature of issuer's authorized representative \_\_\_\_\_ Date \_\_\_\_\_ Type or print name and title \_\_\_\_\_

3. **TITLE:** Title to the Equipment shall pass to You upon acceptance of delivery conditioned upon Your complete and full performance of Your undertakings as provided in this Agreement and also conditional upon full payment by You of the entire Lease Amount including interest due on this Agreement. Upon Your full performance, we will release Our interest in the Equipment for the nominal price of \$1.00.

4. **EQUIPMENT INSPECTION, LIENS, PERSONAL PROPERTY and TITLE:** You have fully inspected and acknowledged that the Equipment is in good condition and repair, and that You are satisfied with and have accepted the Equipment in such condition. You will not create or assume any mortgage, pledge, lien, encumbrance or claim on the Equipment, and will, at Your own expense, discharge any such claim. The Equipment is, and will at all times during the Agreement Term remain, personal property. Title to the Equipment has been conveyed to You during the lease term in return for periodic payments, subject to the terms and conditions herein.

5. **SECURITY INTEREST:** To secure payments and observance by You of the covenants expressed or implied herein, You grant a security interest in and a lien on the Equipment to Us, our successors and assigns.

6. **USE AND MAINTENANCE:** You will use the Equipment in a careful and proper manner, in compliance with all applicable laws and regulations. Equipment is to be used by You exclusively and not subleased, loaned or otherwise used by entities other than You. At Your sole expense and cost, You will maintain the Equipment in good repair, condition and working order and in compliance with manufacturer's suggested maintenance and so as to maintain manufacturer's and for supplier's warranties.

7. **DAMAGE OR DESTRUCTION OF EQUIPMENT:** You hereby assume and bear the entire risk of loss of and damage to the Equipment, whether or not insured from any and every cause whatsoever. No loss or damage to the Equipment or any part thereof shall impair any of Your obligation under this Agreement, which shall continue in full force and effect. If the Equipment is partially lost, stolen, damaged or destroyed, You will promptly repair and restore it to working order. If net insurance proceeds (including proceeds of self-insurance) are not sufficient to pay for repairs, You will nevertheless complete the work and pay the costs. You are not entitled to reimbursement or to any reduction of the payments or other amounts payable pursuant to this Agreement. If the Equipment is totally lost, stolen, damaged or destroyed, You shall pay to Us or Our assignee a sum equal to the applicable remaining "Principal Balance" plus interest as stated on Exhibit B, if paid later than as regularly scheduled.

8. **DISCLAIMER OF WARRANTIES: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABILITY. YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR JUDGEMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US OR ANY SUPPLIER. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND NOTHING THE SUPPLIER STATES CAN AFFECT YOUR OBLIGATION UNDER THE LEASE. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST SUPPLIER.**

9. **INSURANCE:** During the term of this Agreement, You will keep the Equipment insured against all risks of loss or damage in an amount not less than the replacement cost of the Equipment, without deductible and without co-insurance. We will be the sole named loss payee on the property insurance. We will be named as additional insured on public liability coverage. You will pay all premiums for such insurance and must deliver proof of insurance coverage satisfactory to Us. If You do not provide such proof of such insurance before the Agreement commences, You agree that We have the right, but not the obligation, to enroll you in our property damage coverage program and bill You a monthly property damage surcharge of up to .0035 of the total stream of payments to in part cover Our increased administrative costs, credit risk and other costs and on which We may make a profit. Nothing in this paragraph will relieve You of the obligation to provide public liability coverage.

10. **SURRENDER OF EQUIPMENT:** Upon termination of this Agreement due to default or non-appropriations, You shall return the Equipment to Us in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted, and have been maintained in accordance with Paragraph 6. In the event of early termination of this Agreement, You will return the Equipment in a condition that permits Us to be eligible for the manufacturer's or supplier's standard maintenance contract without incurring any expense to repair or rehabilitate such Equipment. You will transfer ownership and title to the Equipment to Us and guarantee and indemnify clear title. You, at your own expense, shall deliver the Equipment to such place as specified by Us.

11. **TAX INDEMNIFICATION:** If You lose Your eligibility for the "Small Issuer Exemption" during the calendar year or this transaction is deemed by any taxing authority not to be tax exempt from federal and/or state income taxation, You agree the implicit interest rate and corresponding monthly interest payment in Exhibit B will be increased to preserve Our originally anticipated yield.

12. **TAXES:** Unless You have provided Us with evidence of an exemption, You agree to pay any license or registration fees, gross receipts, taxes, assessments, charges and sales, use, property, excise and other taxes imposed by any governmental agency upon the Equipment. Any fees, taxes or other lawful charges paid by Us or Our assigns for You shall become immediately due from You to Us or Our assignee including any costs incurred by Us pursuant to Paragraph 11.

13. **EVENTS OF DEFAULT:** The default by You under any term, covenant or condition contained herein which is not cured within ten days after written notice thereof from Us, shall, at Our option, terminate this Agreement and Your right to possession of the Equipment.

14. **REMEDIES ON DEFAULT:** Upon termination of this Agreement, We may without notice to or demand upon You, except as stipulated in paragraph 13, pursue one or more of the following remedies: (a) Take any necessary or desirable action to collect all payments due under this Agreement, or to enforce performance of any obligation, agreement or covenant of You under this Agreement, including payment of any amounts which You fail to pay (such as insurance premiums, costs or repairs, taxes). We and Our assigns will also be entitled to recover all costs and expenses, including attorney's fees, incurred in connection with the enforcement of any of Our or Our assigns rights or remedies against You. (b) To sue for and recover all rents, and other payments, then accrued or thereafter accruing, with respect to any or all items of Equipment. (c) To take possession of any or all items of Equipment, wherever same may be located, without any court order or other process of law. You hereby waive any and all damages occasioned by such taking of possession. Any said taking of possession shall not constitute a termination of this Agreement as to any or all items of Equipment unless We expressly notify You in writing. (d) To terminate this Agreement as to any or all items of Equipment. (e) To pursue any other remedy at law or in equity. Notwithstanding any said repossession, or any other action which We may take, You shall be and remain liable for the full performance of all obligations on the part of You to be performed under this lease. All such remedies are cumulative, and may be exercised concurrently or separately.

15. **CONCURRENT REMEDIES:** No right or remedy of Ours is exclusive of any other right or remedy. Each is cumulative of every other right or remedy given, or now hereafter existing at law, and may be enforced concurrently, separately, or in sequence.

16. **ASSIGNMENT:** You agree not to sell, assign, lease, sublease, pledge or allow any lien or encumbrance against any interest in this Agreement or the Equipment without Our prior written consent, which will be withheld if: (1) it would eliminate or decrease Our tax exempt yield or, (2) it would, in Our sole judgment, diminish the prospects for repayment. You agree that We may assign, in whole or in part, Our right, title and interest in this Agreement or the Equipment to one or more third parties and shall be free of all defenses, set-offs or counterclaims of any kind which You may be entitled to assert against Us. Any such assignee will have Our rights under the Agreement but not the obligations. Any assignee of Us may reassign its interest in this Agreement and /or the Equipment to any other person who, thereupon, shall be deemed to be Our assignee.

17. **UNIFORM COMMERCIAL CODE:** You acknowledge that this Agreement secures a purchase money security interest in such Equipment as set forth and enforceable under the Uniform Commercial Code, and authorizes Us at Our option to (i) file one or more financing statements signed only by Us, or (ii) file a copy of this Agreement with the appropriate state and local authorities at any time as We shall deem necessary to fully protect the security interest herein granted to it by You and charge you a fee of \$35.00. You hereby authorize Us as secured party or its agent or assignee to sign and execute on its behalf any and all necessary UCC-1 forms to perfect the purchase money security interest herein granted to secured party. Any fee charged under this Agreement may include a profit.

18. **NONAPPROPRIATION:** You may terminate this Agreement at the end of any fiscal year if the following events shall have occurred:  
(a) In the event funds are not budgeted and appropriated in any fiscal year for Lease Payments due under this Agreement for the succeeding fiscal year, or for the acquisition of services, Equipment or functions, which in whole or in part are essentially the same as those being leased hereunder, this Agreement shall impose no obligation on You as to such succeeding fiscal year and shall become null and void except as to the Lease Payments herein agreed upon for which funds will have been appropriated and budgeted, and no right of action or damage shall accrue to Our benefit, Our successors and assigns, for any further payments;  
(b) If the provisions of Section (a) are utilized by You, You agree to immediately notify Us or Our assignee of this Agreement that funds are not budgeted and appropriated, and to peacefully surrender possession of the Equipment to Us or Our assignee.  
(c) You made all payments due during the fiscal period immediately preceding the fiscal period for which sufficient funds were not appropriated.  
(d) Any early termination due to non-appropriation must be at the end of Your then-current fiscal year.

19. **CHOICE OF LAW; JURY TRIAL WAIVER:** This Lease will be governed and construed in accordance with the laws of the state where You are located. To the extent permitted by law, You agree to waive Your rights to a trial by jury.

DATED \_\_\_\_\_ CUSTOMER \_\_\_\_\_ SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

10000 - 04/26/2010



# Municipal Lease Purchase Agreement

APPLICATION NO.

CONTRACT NO.

Send Account Inquiries to: 1310 Madrid Street, Suite 101 • Marshall, MN 56258 • Phone: (800) 328-5371 • Fax: (800) 328-9092  
Send Payments to: P.O. Box 790448 • St. Louis, MO 63179-0448

Words you and your refer to the customer. The words Lessor, we, us and our refer to U.S. Bancorp Business Equipment Finance Group. Every effort has been made to eliminate confusing language and create a simple, easy-to-read document.

## CUSTOMER INFORMATION

FULL LEGAL NAME		STREET ADDRESS	
CITY	STATE	ZIP	PHONE
FEDERAL TAX I.D.#	E-MAIL ADDRESS		
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)			

Note: See Best and Final Offer For further details

## ITEM DESCRIPTION MODEL NO. SERIAL NO.

## LEASE TERMS LEASE PAYMENT AMOUNT SECURITY DEPOSIT

Term in Months  (mos.)	Payments of \$  (Plus Applicable Taxes) Lease Payment Period is Monthly Unless Otherwise Indicated.	\$  (Plus Applicable Taxes)
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**THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT, THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.**

## TERMS AND CONDITIONS

We hereby lease to You, the personal property (the "Equipment") described above, on any attached Exhibit A, or in any subsequent schedules which may hereinafter be made a part hereof, upon the following terms and conditions:

1. **TERM AND RENT:** The term of, and the Lease amount ("Lease Amount") due under this Municipal Lease Purchase Agreement ("Agreement") shall begin on the Acceptance Date noted below or as specified on an attached Property Acceptance Certificate (Exhibit C) and, continue for the term set above unless earlier terminated per paragraph 18 and end on the date all payments on Exhibit B, or in any subsequent schedules which may hereafter be made a part hereof, have been made. This Agreement will be deemed automatically renewed by You each year (Your fiscal year) unless earlier terminated by You due to non-appropriation as provided in Paragraph 18 herein.

The Lease Amount includes specified amounts of principal and interest due on a specific date. Upon full payment by You of the entire Lease Amount including interest due on this Agreement, the security interest held by Us and Our agents or assigns shall be released. If any payment (or portion thereof) is not paid when due, it will incur a monthly late charge of 1.5% of the payment amount or the maximum amount permitted by law, whichever is less. You shall pay all Lease Amounts when due, and to perform all other covenants contained in this Agreement. Lease payment obligations are absolute and unconditional and are not subject to cancellation, reduction, setoff or counterclaim except as provided in Paragraph 18 herein.

2. **COVENANTS OF LESSEE:** You warrant and represent as follows: (a) You are a body politic and have statutory authority to enter into this transaction and carry out its obligations; (b) You have authorized the execution of this Agreement by Your appropriate officials; (c) You have, in accordance with the requirements of law, fully budgeted and appropriated sufficient unencumbered funds for the current budget year and to meet Your other obligations under this Lease for the current budget year, and those funds have not been expended for other purposes; (d) the Equipment is essential to Your proper, efficient, economic and continuing operation and will be used for Your general business; (e) You have never failed to appropriate or otherwise make available funds sufficient to pay Lease or other payments coming due under any lease purchase, installment sale or other similar agreement; (f) You warrant this Lease as a "bank qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code and represent that the aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501 (C)(3) bonds issued or to be issued by You and Your subordinated entities during the calendar year in which We fund this Lease is not reasonably expected to exceed \$30,000,000; and (g) You and all of Your subordinate entities will not issue in excess of \$30,000,000 of qualified tax-exempt obligations (including this Lease but excluding private activity bonds other than qualified 501 (C) (3) bonds) during the calendar year in which We fund this Lease without first obtaining an opinion of national recognized counsel in the area of tax-exempt municipal obligations acceptable to Us that the designation of this Lease as a "bank qualified tax-exempt obligation" will not be adversely affected.

Your Initials (Continued on the reverse side)

## LESSOR ACCEPTANCE

U.S. Bancorp Business Equipment Finance Group		
DATED	LESSOR	SIGNATURE TITLE

## CUSTOMER ACCEPTANCE

By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Lessor and its affiliates and agents. This Express Consent applies to each such telephone number that you provide to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

DATED	CUSTOMER	<input checked="" type="checkbox"/>	SIGNATURE	TITLE
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DATED	CUSTOMER	<input checked="" type="checkbox"/>	SIGNATURE	TITLE
PRINT NAME				

## ACCEPTANCE OF DELIVERY

You warrant that all the Equipment listed above has been furnished, that delivery and installation has been fully completed and satisfactory. Further, all conditions and terms of this Agreement have been reviewed and acknowledged. Upon your signing below, your promises herein will be irrevocable and unconditional in all respects. You understand and agree that we have purchased the Equipment from the supplier, and you may contact the above supplier for your warranty rights, which we transfer to you for the term of the agreement. Your approval as indicated below of our purchase of the Equipment from the supplier is a condition precedent to the effectiveness of this agreement.

DATED	CUSTOMER	<input checked="" type="checkbox"/>	SIGNATURE	TITLE
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KONICA MINOLTA

# Premier Lease Supplement

For office use only (Check one):  Branch  Windsor  Windsor Commercial

APPLICATION NO.

AGREEMENT NO.

SUPPLEMENT NO.

### CUSTOMER INFORMATION:

Full Legal Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone\*: \_\_\_\_\_ DBA: \_\_\_\_\_  
 Billing Address: \_\_\_\_\_

\*By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Lessor and its affiliates and agents. This Express Consent applies to each such telephone number that you provide to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

### EQUIPMENT ADDED:

Item Description	Serial #
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

See attached schedule for additional Equipment / Accessories

### EQUIPMENT DELETED:

Item Description	Serial #
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

### TERM:

- \_\_\_\_\_ mos. Balance of applicable term. Termination date of this Supplement coincides with the termination date set forth in the Premier Lease Agreement or previous Supplement (as applicable).
- \_\_\_\_\_ mos. New term for all Equipment which begins upon signature and acceptance by Lessor and will supercede the term on the original Agreement.
- \_\_\_\_\_ mos. New term for equipment referenced above only. Such term begins upon Supplement endorsement and acceptance by Lessor. The term of the Premier Lease Agreement shall remain in full force and effect for the remaining original Equipment.

### NEW TOTAL PAYMENT:

The payment below is your new TOTAL payment.

Monthly Payment \* \$ \_\_\_\_\_

### ADDITIONAL PAYMENT:

Your new payment amount is the SUM of the below amount plus your original payment, plus the payment listed on any prior supplements.

OR

Monthly Payment \* \$ \_\_\_\_\_

### TERMS AND CONDITIONS:

You have requested this Supplement to the Premier Lease Agreement (or Supplement) as set forth above. If you choose the new TOTAL payment section above, you agree that the payment on this Supplement is the new total payment for your Agreement. Except for the specific provisions set forth above, the original terms and conditions set forth in the Premier Lease Agreement and any personal guaranty(s) shall remain in full force and effect and are incorporated herein by reference.

### ACCEPTANCE OF DELIVERY:

YOU HEREBY ACKNOWLEDGE THAT THE EQUIPMENT SET FORTH ABOVE HAS BEEN RECEIVED, HAS BEEN PUT IN USE, IS IN GOOD WORKING ORDER AND IS SATISFACTORY AND ACCEPTABLE.

Print Name: \_\_\_\_\_ Signature: **X**  
 Customer: \_\_\_\_\_ Dated: \_\_\_\_\_

### CUSTOMER ACCEPTANCE:

Print Name: \_\_\_\_\_ Signature: **X** Title: \_\_\_\_\_  
 Customer: \_\_\_\_\_ Dated: \_\_\_\_\_

### LESSOR ACCEPTANCE:

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
 Lessor: **Konica Minolta Premier Finance** Dated: \_\_\_\_\_

**1. LEASE AGREEMENT:** You agree to lease from us the personal property described under "MAKE/MODEL/ACCESSORIES" and as modified by supplements to this Agreement from time to time signed by you and us (such property and any upgrades, replacements, repairs and additions referred to as "Equipment") for business purposes only. You agree to all of the terms and conditions contained in this Agreement and any supplement, which together are a complete statement of our Agreement regarding the listed equipment ("Agreement") and supersedes any purchase order or outstanding invoice. This Agreement may be modified only by written Agreement and not by course of performance. This Agreement becomes valid upon execution by or for us. The Equipment is deemed accepted by you under this Agreement unless you notify us within three (3) days of delivery that you do not accept the Equipment and specify the defect or malfunction. In that event, at our sole option, we or our designee will replace the defective item of Equipment or this Agreement will be canceled and we or our designee will repossess the Equipment. The "Billing Date" of this Agreement will be the twentieth (20th) day following installation. You agree to pay a prorated amount of 1/30th of the monthly payment times the number of days between the installation date and the Billing Date. This Agreement will continue from the Billing Date for the Term shown and will be extended automatically for successive one (1) month terms unless you (a) send us written notice, between ninety (90) days and one hundred fifty (150) days before the end of any term, of your decision to return or purchase the Equipment or renew this Lease or (b) you do not purchase or return the Equipment, as specified in your notice, within 10 days after the end of the term, with \$1.00 purchase options will not be renewed. **THE BASE RENTAL PAYMENT SHALL BE ADJUSTED PROPORTIONATELY UPWARD OR DOWNWARD, IF THE ACTUAL COST OF THE EQUIPMENT EXCEEDS OR IS LESS THAN THE ESTIMATE PROVIDED TO LESSEE.** If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You authorize us to insert or correct missing information on this lease including your proper legal name, serial numbers, other numbers describing the Equipment and other omitted factual matters. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignee or third parties having an economic interest in this Agreement or the Equipment.

**2. RENT:** Rent will be payable in installments, each in the amount of the Monthly Payment (or other periodic payment) shown plus any applicable sales, use and property tax. If we pay any tax on your behalf, you agree to reimburse us promptly along with a processing fee. You will pay the security deposit on the date you sign this Agreement. Subsequent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period or as otherwise agreed. We will have the right to apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. Your obligation to make all Monthly Payments (or other periodic payment) hereunder is absolute and unconditional and you cannot withhold or offset against any Monthly Payments (or other periodic payment) for any reason. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wire only. You also agree cash and cash equivalents are not acceptable forms of payment for this Agreement and that you will not remit such forms of payment to us. **WE BOTH INTEND TO COMPLY WITH ALL APPLICABLE LAWS. IF IT IS DETERMINED THAT YOUR PAYMENTS UNDER THIS AGREEMENT RESULT IN AN INTEREST PAYMENT HIGHER THAN ALLOWED BY APPLICABLE LAW, THEN ANY EXCESS INTEREST COLLECTED WILL BE APPLIED TO AMOUNTS THAT ARE LAWFULLY DUE AND OWING UNDER THIS AGREEMENT OR WILL BE REFUNDED TO YOU. IN NO EVENT WILL YOU BE REQUIRED TO PAY ANY AMOUNTS IN EXCESS OF THE LEGAL AMOUNT.**

**3. COMPUTER SOFTWARE:** Notwithstanding any other terms and conditions of this Agreement, you agree that as to software only: a) We have not had, do not have, nor will have any title to such software, b) You have executed or will execute a separate software license Agreement and we are not a party to and have no responsibilities whatsoever in regards to such license Agreement, c) You have selected such software and as per Agreement paragraph 6, **WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR DEFECTIVE NATURE OF SUCH SOFTWARE, SYSTEMS INTEGRATION, OR OTHERWISE IN REGARDS TO SUCH SOFTWARE. CUSTOMER'S LEASE PAYMENTS AND OTHER OBLIGATIONS UNDER THIS LEASE AGREEMENT SHALL IN NO WAY BE DIMINISHED ON ACCOUNT OF OR IN ANY WAY RELATED TO THE ABOVE SAID SOFTWARE LICENSE AGREEMENT OF FAILURE IN ANY WAY OF THE SOFTWARE.**

**4. OWNERSHIP OF EQUIPMENT:** We are the Lessor of the Equipment and have sole title (unless you have a \$1.00 purchase option) to the Equipment (excluding software). You agree to keep the Equipment free and clear of all liens and claims.

**5. WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABILITY. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS".** You acknowledge that none of Supplier or their representatives are our agents and none of them are authorized to modify the terms of this Agreement. No representation or warranty of Supplier with respect to the Equipment will bind us, nor will any breach thereof relieve you of any of your obligations hereunder. You are aware of the name of the manufacturer or supplier of each item of Equipment and you will contact the manufacturer or supplier for a description of your warranty rights. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, the manufacturer or Supplier of the Equipment. **THIS AGREEMENT CONSTITUTES A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.**

**6. LOCATION OF EQUIPMENT:** You will keep and use the Equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the Agreement's term, if you do not purchase the Equipment, you will return the Equipment to a location we specify at your expense, in retail resaleable condition (normal wear and tear acceptable), full working order, and in complete repair.

**7. LOSS OR DAMAGE:** You are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid Monthly Payments (or other periodic payments shown) for the full Agreement term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at six percent (6%) per year. Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney in fact to execute in your name any insurance drafts or checks issued due to loss or damage to the Equipment.

**8. COLLATERAL PROTECTION AND INSURANCE:** You are responsible for installing and keeping the Equipment in good working order. Except for ordinary wear and tear, you are responsible for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, you agree to continue to pay the amounts due and to become due hereunder without setoff or defense. During the term of this Agreement, you agree that you will (1) insure the equipment against all loss or damage naming us as loss payee; (2) obtain liability and third party property damage insurance naming us as an additional insured; and (3) deliver satisfactory evidence of such coverage, carriers, policy forms and amounts acceptable to us. All policies must provide that we be given thirty (30) days written notice of any material change or cancellation. If you do not provide evidence of acceptable insurance, we reserve the right, but no obligation, (a) to obtain insurance covering our interest (and only our interest) in the Equipment for the lease term, and renewals. Any insurance we obtain will not insure you against third party or liability claims and is cancelled by us at any time. In that event you will be required to pay us an additional amount each month for the insurance premium and an administrative fee. The cost may be more than the cost of obtaining your own insurance. You agree that we, or one of our affiliates, may make a profit in connection with the insurance we obtain. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims or, (b) we may waive the insurance requirement and charge you a monthly property damage surcharge in the amount of .0035 of the original equipment cost to cover our credit risk, administrative costs and other costs and on which we may make a profit. If you later provide evidence that you have obtained acceptable insurance, we will cancel the insurance we obtained or cease charging the surcharge.

**9. INDEMNITY:** We are not responsible for any loss or injuries caused by the installation or use of the Equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury caused by the Equipment. We reserve the right to control the defense and to select or approve defense counsel. This indemnity survives the expiration or termination of this Agreement.

**10. TAXES AND FEES:** You agree to pay when invoiced all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. You agree to (a) reimburse us for all personal property taxes which we are required to pay as Owner of the Equipment or to remit to us each month our estimate of the monthly equivalent of the annual property taxes to be assessed. If you do not have a \$1.00 purchase option, we will file all personal property, use or other tax returns and you agree to pay us a processing fee for making such filings. You agree to pay us up to \$75.00 on the date the first payment is due as an origination fee. We reserve the right to charge a fee upon termination of this Agreement either by trade-up, buy-out or default. Any fee charged under this Agreement may include a profit and is subject to applicable taxes.

**11. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT.** We may sell, assign, or transfer this Agreement and/or the Equipment without notice. You agree that if we sell, assign, or transfer this Agreement and/or the Equipment, the new lessor will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of the new Lessor will not be subject to any claims, defenses, or set offs that you may have against us whether or not you are notified of such assignment.

**12. DEFAULT AND REMEDIES:** If you do not pay any lease payment or other sum due to us or other party when due or if you break any of your promises in the Agreement or any other Agreement with us, you will be in default. If any part of a payment is more than 3 days late, you agree to pay a late charge of 10% of the payment which is late or, if less, the maximum charge allowed by law. If you are ever in default, we may do any one or all of the following (a) instruct Supplier to withhold service, parts and supplies and / or void the Customer Confidence Guaranty; (b) retain your security deposit; (c) terminate or cancel this Agreement and require that you pay, **AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY**, the sum of: (i) all past due and current Monthly Payments (or other periodic payments) and charges; (ii) the present value of all remaining Monthly Payments (or other periodic payments) and charges, discounted at the rate of 4% per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the present value (at the same discount rate as specified in clause (ii) above) of the amount of any purchase option with respect to the Equipment or, if none is specified, our anticipated value of the Equipment at the end of the term of this Agreement (or any renewal thereof); and (d) require you to return the Equipment to us to a location designated by us. We may recover interest on any unpaid balance at the rate of 8% per annum but in no event more than the lawful maximum rate. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of Lessor or its Assignee or any other law. You agree to pay our reasonable costs of collection and enforcement, including but not limited to attorney's fees and actual court costs relating to any claim arising under this Agreement including, but not limited to, any legal action or referral for collection. If we have to take possession of the Equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed Equipment will be credited against what you owe us. **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY REASON WHATSOEVER.** You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. All of our rights are cumulative. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive lessee's rights under Article 2A (509-622) of the UCC.

**13. UCC FILINGS:** You grant us a security interest in the Equipment. If this Agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument in order to show our interest in the Equipment.

**14. SECURITY DEPOSIT:** The security deposit is non-interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions herein are fully complied with and provided you have not ever been in default of this Agreement per paragraph 12, the security deposit will be refunded to you after the return of the equipment in accordance with paragraph 6.

**15. CONSENT TO LAW, JURISDICTION, AND VENUE:** This Agreement shall be deemed fully executed and performed in the state of Lessor or its Assignee's principal place of business and shall be governed by and construed in accordance with its laws. If the Lessor or its Assignee shall bring any judicial proceeding in relation to any matter arising under the Agreement, the Customer irrevocably agrees that any such matter may be adjudged or determined in any court or courts in the state of the Lessor or its Assignee's principal place of business, or in any court or courts in Customer's state of residence, or in any other court having jurisdiction over the Customer or assets of the Customer, all at the sole election of the Lessor. The Customer hereby irrevocably submits generally and unconditionally to the jurisdiction of any such court so elected by Lessor in relation to such matters. **YOU WAIVE TRIAL BY JURY ACTION BETWEEN US.**

**16. LESSEE GUARANTY:** You agree to submit the original of the Agreement documents with the security deposit to the Lessor via overnight courier the same day of the facsimile or electronic mail transmission of the signed lease documents. Should we fail to receive these originals, you agree to be bound by the faxed or electronically mailed copy of this Agreement with appropriate signatures. Lessee waives the right to challenge in court the authenticity of a faxed or electronically mailed signed copy of this Agreement and the faxed or electronically mailed copy containing your faxed or scanned signature and our original signature shall be considered the sole original for all purposes, including without limitation, any enforcement action under paragraph 12.



For office use only (Check one):  Branch  Windsor  Windsor Commercial

**KONICA MINOLTA**

# Premier Lease Agreement

APPLICATION NUMBER

AGREEMENT NUMBER

This Premier Lease Agreement ("Agreement") is written in "Plain English". The words you and your refer to the customer (and its guarantors). The words Lessor, we, us and our refer to Konica Minolta Premier Finance, a program of Konica Minolta Business Solutions U.S.A., Inc., its subsidiaries and affiliates. (Supplier)

## CUSTOMER INFORMATION

FULL LEGAL NAME			STREET ADDRESS		
CITY	STATE	ZIP	PHONE*	FAX	
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS		
CITY	STATE	ZIP	E-MAIL		
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)					

**Note: See Best and Final Offer For further details**

\*By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Lessor and its affiliates and agents. This Express Consent applies to each such telephone number that you provide to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

## CUSTOMER CONFIDENCE GUARANTEE

Konica Minolta Business Solutions agrees to maintain the Equipment in good operating condition providing necessary maintenance service and parts for routine repairs. If our Service Representative is unable to repair the equipment covered under a Konica Minolta Business Solutions Service Agreement and this guarantee, we shall provide, at no charge, an equivalent replacement.



## MAKE/MODEL NO./ACCESSORIES

## SERIAL NO.

See attached schedule for additional Equipment / Accessories

## TERM AND PAYMENT SCHEDULE

Monthly Payments of \$ \_\_\_\_\_ (mos.) \_\_\_\_\_ (plus applicable taxes)

Security Deposit \$ \_\_\_\_\_ (plus applicable taxes)

**END OF LEASE OPTIONS:** You will have the following options at the end of the original term, provided the Lease has not terminated early and no event of default under the Lease has occurred and is continuing. 1. Purchase the Equipment for the Fair Market Value as determined by us. 2. Renew the Lease per paragraph 1 (on reverse). 3. Return Equipment as provided in Paragraph 6 (on reverse).

**THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT: THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.**

## LESSOR ACCEPTANCE

Konica Minolta Premier Finance			
DATED	LESSOR	SIGNATURE	TITLE

## CUSTOMER ACCEPTANCE

		X	
DATED	FULL LEGAL NAME OF CUSTOMER (as referenced above)	SIGNATURE	TITLE

FEDERAL TAX I.D. # \_\_\_\_\_ PRINT NAME \_\_\_\_\_

## CONTINUING GUARANTY

As additional inducement for us, Konica Minolta Premier Finance to enter into the Agreement, the undersigned ("you") unconditionally, jointly and severally, personally guarantees that the customer will make all payments and meet all obligations required under this Agreement and any supplements fully and promptly. You agree that we may make other arrangements including compromise or settlement with you and you waive all defenses and notice of those changes and presentment, demand, and protest and will remain responsible for the payment and obligations of this Agreement. We do not have to notify you if the customer is in default. If the customer defaults, you will immediately, in accordance with the default provision of the Agreement all sums due under the terms of the Agreement and will perform all the obligations of the Agreement. If it is necessary for us to proceed legally to enforce this guaranty, you expressly consent to the jurisdiction of the court set out in paragraph 15 and agree to pay all costs, including attorneys fees incurred in enforcement of this guaranty. It is not necessary for us to proceed first against you before enforcing this guaranty. By signing this guaranty, you authorize us to obtain credit bureau reports for credit and collection purposes:

		X	
PRINT NAME OF GUARANTOR	SIGNATURE (NO TITLES)	DATED	

See reverse side for additional terms and conditions



1. **LEASE AGREEMENT:** You agree to lease from us the personal property described under "MAKE/MODEL/ACCESSORIES" and as modified by supplements to this Agreement from time to time signed by you and us (such property and any upgrades, replacements, repairs and additions referred to as "Equipment") for business purposes only. You agree to all of the terms and conditions contained in this Agreement and any supplement, which together are a complete statement of our Agreement regarding the listed equipment ("Agreement") and supersede any purchase order or outstanding invoice. This Agreement may be modified only by written Agreement and not by course of performance. This Agreement becomes void upon execution by or for us. The Equipment is deemed accepted by you under this Agreement unless you notify us within three (3) days of delivery that you do not accept the Equipment and specify the defect or malfunction. In that event, at our sole option, we or our designee will replace the defective item of Equipment or this Agreement will be canceled and we or our designee will repossess the Equipment. The "Billing Date" of this Agreement will be the twentieth (20th) day following installation. You agree to pay a prorated amount of 1/30th of the monthly payment times the number of days between the installation date and the Billing Date. This Agreement will continue from the Billing Date for the Term shown and will be extended automatically for successive one (1) month terms unless you (a) send us written notice, between ninety (90) days and one hundred fifty (150) days before the end of any term, of your decision to return or purchase the Equipment or renew this Lease or (b) you do not purchase or return the Equipment, as specified in your notice, within 10 days after the end of the term. Lessees with \$1.00 purchase options will not be removed. **THE BASE RENTAL PAYMENT SHALL BE ADJUSTED PROPORTIONATELY UPWARD OR DOWNWARD, IF THE ACTUAL COST OF EQUIPMENT EXCEEDS OR IS LESS THAN THE ESTIMATE PROVIDED TO LESSEE.** If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction. You authorize us to insert or correct missing information on this lease including your proper legal name, serial numbers, other numbers describing the Equipment and other omitted factual matters. You agree to provide updated annual and/or financial statements to us upon request. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignee or third parties having an economic interest in this Agreement of the Equipment.
2. **RENT:** Rent will be payable in installments, each in the amount of the Monthly Payment (or other periodic payment) shown plus any applicable sales, use and property tax. If we pay any tax on your behalf, you agree to reimburse us promptly along with a processing fee. You will pay the security deposit on the date you sign this Agreement. Subsequent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period or as otherwise agreed. We will have the right to apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. Your obligation to make all Monthly Payments (or other periodic payment) hereunder is absolute and unconditional and you cannot withhold or offset against any Monthly Payments (or other periodic payment) for any reason. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietors), direct debit or wire only. You also agree cash and cash equivalents are not acceptable forms of payment for this Agreement and that you will not remit such forms of payment to us. **WE BOTH INTEND TO COMPLY WITH ALL APPLICABLE LAWS. IF IT IS DETERMINED THAT YOUR PAYMENTS UNDER THIS AGREEMENT RESULT IN AN INTEREST PAYMENT HIGHER THAN ALLOWED BY APPLICABLE LAW, THEN ANY EXCESS INTEREST COLLECTED WILL BE APPLIED TO AMOUNTS THAT ARE LAWFULLY DUE AND OWING UNDER THIS AGREEMENT OR WILL BE REFUNDED TO YOU. IN NO EVENT WILL YOU BE REQUIRED TO PAY ANY AMOUNTS IN EXCESS OF THE LEGAL AMOUNT.**
3. **MAINTENANCE AND SUPPLIES:** The charges established by this Agreement include payment for the use of the designated Equipment and accessories, maintenance by Supplier including inspection, adjustment, parts replacement, drums and cleaning material required for the proper operation, as well as toner, developer, copy cartridges and pen kits. All supplies are the property of Supplier until used. If your use of supplies exceeds the typical use pattern (as determined solely by Supplier) for these items by more than 10%, or should Supplier, in its sole discretion, determine that Supplies are being abused in any fashion, You agree to pay for such improper or excess use. Paper must be separately purchased by you. A page is defined as one meter click and varies by page size as follows: 8.5"x11" = 1 click, 11"x17" = 2 clicks, 15"x27" = 3 clicks, 27"x36" = 4 clicks and 36"x47" = 5 clicks. You agree to provide Supplier free and clear access to the equipment and Supplier will provide labor or routine, remedial and preventive maintenance service as well as remedial parts. All part replacements shall be on an exchange basis with new or refurbished items. Emergency service calls will be performed at no extra charge during normal business hours (defined as 8:30am to 5:00pm, Monday through Friday, exclusive of holidays observed by Supplier). Overtime charges, at Supplier's current rates, will be charged for all service calls outside normal business hours. Supplier will not be obligated to provide service or repairs in the event of misuse or casualty and will charge you separately if such repairs are made. If necessary, the service and supply portion of this Agreement may be assigned. We may charge you a Supply Freight Fee to cover our costs of shipping supplies to you. You acknowledge that (a) the Supplier (and not Lessor or its assignees) is the sole party responsible for any service, repair or maintenance of the Equipment and (b) the Supplier (not Lessor or its assignees) is the party to any service maintenance agreement.
4. **OWNERSHIP OF EQUIPMENT:** We are the Lessor of the Equipment and have sole title (unless you have a \$1.00 purchase option) to the Equipment (excluding software). You agree to keep the Equipment free and clear of all liens and claims.
5. **WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABILITY. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS".** You acknowledge that none of Supplier or their representatives are our agents and none of them are authorized to modify the terms of this Agreement. No representation or warranty of Supplier with respect to the Equipment will bind us, nor will any breach thereof relieve you of any of your obligations hereunder. You are aware of the name of the manufacturer or supplier of each item of Equipment and you will contact the manufacturer or supplier for a description of your warranty rights. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, the manufacturer or Supplier of the Equipment. **THIS AGREEMENT CONSTITUTES A "FINANCE LEASE" AS DEFINED IN ARTICLE 3A OF THE UNIFORM COMMERCIAL CODE.**
6. **LOCATION OF EQUIPMENT:** You will keep and use the Equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the Agreement's term, if you do not purchase the Equipment, you will return the Equipment to a location we specify at your expense, in retail reasonable condition (normal wear and tear acceptable), full working order, and in complete repair.
7. **LOSS OR DAMAGE:** You are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid Monthly Payments (or other periodic payments shown) for the full Agreement term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at six percent (6%) per year. Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney in fact to execute in your name any insurance drafts or checks issued due to loss or damage to the Equipment.
8. **COLLATERAL PROTECTION AND INSURANCE:** You are responsible for installing and keeping the Equipment in good working order. Except for ordinary wear and tear, you are responsible for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, you agree to continue to pay the amounts due and to become due hereunder without setoff or defense. During the term of this Agreement, you agree that you will (1) insure the equipment against all loss or damage naming us as loss payee; (2) obtain liability and third party property damage insurance naming us as an additional insured; and (3) deliver satisfactory evidence of such coverage with carriers, policy forms and amounts acceptable to us. All policies must provide that we be given thirty (30) days written notice of any material change or cancellation. If you do not provide evidence of acceptable insurance, we have the right, but no obligation, (a) to obtain insurance covering our interest (and only our interest) in the Equipment for the lease term, and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. In that event you will be required to pay us an additional amount each month for the insurance premium and an administrative fee. The cost may be more than the cost of obtaining your own insurance. You agree that we, or one of our affiliates, may make a profit in connection with the insurance we obtain. You agree to cooperate with insurer and our agent in the placement of coverage and with claims or, (b) we may waive the insurance requirement and charge you a monthly property damage surcharge in the amount of .0035 of the original equipment cost to cover our administrative costs and other costs and on which we may make a profit. If you later provide evidence that you have obtained acceptable insurance, we will cancel the insurance we obtained or cease charging the surcharge.
9. **INDEMNITY:** We are not responsible for any loss or injuries caused by the installation or use of the Equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury caused by the Equipment. We reserve the right to control the defense and to select or approve defense counsel. This indemnity survives the expiration or termination of this Agreement.
10. **TAXES AND FEES:** You agree to pay when invoiced all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. You agree to (a) reimburse us for all personal property taxes which we are required to pay as Owner of the Equipment or to remit to us each month our estimate of the monthly equivalent of the annual property taxes to be assessed. If you do not have a \$1.00 purchase option, we will file all personal property, use or other tax returns and you agree to pay us a processing fee for making such filings. You agree to pay us up to \$75.00 on the date the first payment is due as an origination fee. We reserve the right to charge a fee upon termination of this Agreement either by trade-up, buy-out or default. Any fee charged under this Agreement may include a profit and is subject to applicable taxes.
11. **ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT.** We may sell, assign, or transfer this Agreement and/or the Equipment without notice. You agree that if we sell, assign, or transfer this Agreement and/or the Equipment, the new lessor will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of the new Lessor will not be subject to any claims, defenses, or set offs that you may have against us whether or not you are notified of such assignment.
12. **DEFAULT AND REMEDIES:** If you do not pay any lease payment or other sum due to us or other party when due or if you break any of your promises in the Agreement or any other Agreement with us, you will be in default. If any part of a payment is more than 3 days late, you agree to pay a late charge of 10% of the payment which is late or if less, the maximum charge allowed by law. If you are over in default, we may do any one or all of the following (a) instruct Supplier to withhold service, parts and supplies and / or void the Customer Confidence Warranty; (b) retain your security deposit; (c) terminate or cancel this Agreement and require that you pay, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the sum of: (i) all past due and current Monthly Payments (or other periodic payments) and charges; (ii) the present value of all remaining Monthly Payments (or other periodic payments) and charges, discounted at the rate of 4% per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the present value (at the same discount rate as specified in clause (ii) above) of the amount of any purchase option with respect to the Equipment or, if none is specified, our anticipated value of the Equipment at the end of the term of this Agreement (or any renewal thereof); and (d) require you to return the Equipment to us to a location designated by us. We may recover interest on any unpaid balance at the rate of 6% per annum but in no event more than the lawful maximum rate. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of Lessor or its Assignee or any other law. You agree to pay our reasonable costs of collection and enforcement, including but not limited to attorney's fees and actual court costs relating to any claim arising under this Agreement including, but not limited to, any legal action or referral for collection. If we have to take possession of the Equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed Equipment will be credited against what you owe us. **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL INDIRECT OR INCIDENTAL DAMAGES FOR ANY REASON WHATSOEVER.** You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. All of our rights are cumulative. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive lessor's rights under Article 2A (508-522) of the UCC.
13. **UCC FILINGS:** You grant us a security interest in the Equipment if this Agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument in order to show our interest in the Equipment.
14. **SECURITY DEPOSIT:** The security deposit is non-interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions herein are fully complied with and provided you have not ever been in default of this Agreement per paragraph 12, the security deposit will be refunded to you after the return of the equipment in accordance with paragraph 6.
15. **CONSENT TO LAW, JURISDICTION, AND VENUE:** This Agreement shall be deemed fully executed and performed in the state of Lessor or its Assignee's principal place of business and shall be governed by and construed in accordance with its laws. If the Lessor or its Assignee shall bring any judicial proceeding in relation to any matter arising under the Agreement, the Customer irrevocably agrees that any such matter may be adjudged or determined in any court or courts in the state of the Lessor or its Assignee's principal place of business, or in any court or courts in Customer's state of residence, or in any other court having jurisdiction over the Customer or assets of the Customer, all at the sole election of the Lessor. The Customer hereby irrevocably submits generally and unconditionally to the jurisdiction of any such court so elected by Lessor in relation to such matters. **YOU WAIVE TRIAL BY JURY IN ANY ACTION BETWEEN US.**
16. **LESSEE GUARANTY:** You agree to submit the original of the Agreement documents with the security deposit to the Lessor via overnight courier the same day of the facsimile or electronic mail transmission of the signed lease documents. Should we fail to receive these originals, you agree to be bound by the faxed or electronically mailed copy of this Agreement with appropriate signatures. Lessee waives the right to challenge in court the authenticity of a faxed or electronically mailed signed copy of this Agreement and the faxed or electronically mailed copy containing your faxed or scanned signature and our original signature shall be considered the sole original for all purposes, including without limitation, any enforcement action under paragraph 12.
17. **OVERAGES AND COST ADJUSTMENTS:** You agree to comply with any billing procedures designated by us, including notifying us of the meter reading on the Billing Date. If meter readings are not received, we reserve the right to estimate your usage and bill you for that amount. At the end of the first year of this Agreement and once each successive twelve month period, we may increase your payment, and the per page charge over the pages included (Overage) by a maximum of 10% of the charge, or if less, the maximum amount permitted by applicable law.
18. **COMPUTER SOFTWARE:** Notwithstanding any other terms and conditions of this Agreement, you agree that as to software only: a) We have not had, do not have, nor will have any title to such software, b) You have executed or will execute a separate software license Agreement and we are not a party to and have no responsibilities whatsoever in regards to such license Agreement, c) You have selected such software and as per Agreement paragraph 5, WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR DEFECTIVE NATURE OF SUCH SOFTWARE, SYSTEMS INTEGRATION, OR OTHERWISE IN REGARDS TO SUCH SOFTWARE. CUSTOMER'S LEASE PAYMENTS AND OTHER OBLIGATIONS UNDER THIS LEASE AGREEMENT SHALL IN NO WAY BE DIMINISHED ON ACCOUNT OF OR IN ANY WAY RELATED TO THE ABOVE SAID SOFTWARE LICENSE AGREEMENT OF FAILURE IN ANY WAY OF THE SOFTWARE.



KONICA MINOLTA

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Premier Advantage Agreement

APPLICATION NUMBER

AGREEMENT NUMBER

This Premier Advantage Agreement ("Agreement") is written in "Plain English". The words you and your refer to the customer (and its guarantors). The words Lessor, we, us and our refer to Konica Minolta Premier Finance, a program of Konica Minolta Business Solutions U.S.A., Inc., its subsidiaries and affiliates. (Supplier)

CUSTOMER INFORMATION

Form with fields: FULL LEGAL NAME, STREET ADDRESS, CITY, STATE, ZIP, PHONE, FAX, BILLING NAME (IF DIFFERENT FROM ABOVE), BILLING STREET ADDRESS, CITY, STATE, ZIP, E-MAIL, EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

Note: See Best and Final Offer For further details

\*By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Lessor and its affiliates and agents. This Express Consent applies to each such telephone number that you provide to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

CUSTOMER CONFIDENCE GUARANTEE

Konica Minolta Business Solutions agrees to maintain the Equipment in good operating condition providing necessary maintenance service and parts for routine repairs. If our Service Representative is unable to repair the equipment covered under this guarantee, we shall provide, at no charge, an equivalent replacement.



MAKE/MODEL NO./ACCESSORIES SERIAL NO. STARTING METER

See attached schedule for additional Equipment / Accessories

TERM AND PAYMENT SCHEDULE

Table with 2 columns: Monthly Payments of \$ (mos.) (plus applicable taxes), Security Deposit \$ (plus applicable taxes). Rows include Payment includes B&W pages per month and Color pages per month, and Overage billed monthly at \$ per B&W page and Color page.

END OF LEASE OPTIONS: You will have the following options at the end of the original term, provided the Lease has not terminated early and no event of default under the Lease has occurred and is continuing. 1. Purchase the Equipment for the Fair Market Value as determined by us 2. Renew the Lease per paragraph 7 (on reverse). 3. Return Equipment as provided in Paragraph 6 (on reverse).

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT: THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

LESSOR ACCEPTANCE

Signature line for Konica Minolta Premier Finance with fields for DATED, LESSOR, SIGNATURE, TITLE

CUSTOMER ACCEPTANCE

Signature line for customer with fields for DATED, FULL LEGAL NAME OF CUSTOMER (as referenced above), SIGNATURE, TITLE

FEDERAL TAX I.D. # PRINT NAME

CONTINUING GUARANTY

As additional inducement for us, Konica Minolta Premier Finance to enter into the Agreement, the undersigned ("you") unconditionally, jointly and severally, personally guarantees that the customer will make all payments and meet all obligations required under this Agreement and any supplements fully and promptly. You agree that we may make other arrangements including compromise or settlement with you and you waive all defenses and notice of those changes and presentment, demand, and protest and will remain responsible for the payment and obligations of this Agreement. We do not have to notify you if the customer is in default. If the customer defaults, you will immediately in accordance with the default provision of the Agreement all sums due under the terms of the Agreement and will perform all the obligations of the Agreement. If it is necessary for us to proceed legally to enforce this guaranty, you expressly consent to the jurisdiction of the court set out in paragraph 15 and agree to pay all costs, including attorneys fees incurred in enforcement of this guaranty. It is not necessary for us to proceed first against you before enforcing this guaranty. By signing this guaranty, you authorize us to obtain credit bureau reports for credit and collection purposes.

Signature line for guarantor with fields for PRINT NAME OF GUARANTOR, SIGNATURE (NO TITLES), DATED

See reverse side for additional terms and conditions



**4. OWNERSHIP OF EQUIPMENT:** We are the Lessor of the Equipment and have sole title (unless you have a \$1.00 purchase option) to the Equipment (excluding software). You agree to keep the Equipment free and clear of all liens and claims.

**5. WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS".** You acknowledge that none of Supplier or their representatives are our agents and none of them are authorized to modify the terms of this Agreement or any Schedule. No representation or warranty of Supplier with respect to the Equipment will bind us, nor will any part thereof relieve you of any of your obligations hereunder. You are aware of the name of the manufacturer or supplier of each item of Equipment and you will contact the manufacturer or supplier for a description of your warranty rights. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, the manufacturer or Supplier of the Equipment. **THIS AGREEMENT AND EACH SCHEDULE CONSTITUTES A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.**

**6. LOCATION OF EQUIPMENT:** You will keep and use the Equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the Agreement's term, if you do not purchase the Equipment, you will return the Equipment to a location we specify at your expense, in retail resaleable condition (normal wear and tear acceptable), full working order, and in complete repair.

**7. LOSS OR DAMAGE:** You are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid Monthly Payments (or other periodic payments shown) for the full Agreement term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at six percent (6%) per year. Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney in fact to execute in your name any insurance drafts or checks issued due to loss or damage to the Equipment.

**8. COLLATERAL PROTECTION AND INSURANCE:** You are responsible for installing and keeping the Equipment in good working order. Except for ordinary wear and tear, you are responsible for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, you agree to continue to pay the amounts due and to become due hereunder without setoff or defense. During the term of this Agreement, you agree that you will (1) insure the equipment against all loss or damage naming us as loss payee; (2) obtain liability and third party property damage insurance naming us as an additional insured; and (3) deliver satisfactory evidence of such coverage with carriers, policy forms and amounts acceptable to us. All policies must provide that we be given thirty (30) days written notice of any material change or cancellation. If you do not provide evidence of acceptable insurance, we have the right, but no obligation, (a) to obtain insurance covering our interest (and only our interest) in the Equipment for the lease term, and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. In that event you will be required to pay us an additional amount each month for the insurance premium and an administrative fee. The cost may be more than the cost of obtaining your own insurance. You agree that we, or one of our affiliates, may make a profit in connection with the insurance we obtain. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims or, (b) we may waive the insurance requirement and charge you a monthly property damage surcharge in the amount of .0035 of the original equipment cost to cover our credit risk, administrative costs and other costs and on which we may make a profit. If you later provide evidence that you have obtained acceptable insurance, we will cancel the insurance we obtained or cease charging the surcharge.

**9. INDEMNITY:** We are not responsible for any loss or injuries caused by the installation or use of the Equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury caused by the Equipment. We reserve the right to control the defense and to select or approve defense counsel. This Indemnity survives the expiration or termination of this Agreement.

**10. TAXES AND FEES:** You agree to pay when invoiced all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. You agree to (a) reimburse us for all personal property taxes which we are required to pay as Owner of the Equipment or to remit to us each month our estimate of the monthly equivalent of the annual property taxes to be assessed. If you do not have a \$1.00 purchase option, we will file all personal property, use or other tax returns and you agree to pay us a processing fee for making such filings. You agree to pay us up to \$75.00 on the date the first payment is due as an origination fee. We reserve the right to charge a fee upon termination of this Agreement either by trade-up, buy-out or default. Any fee charged under this Agreement may include a profit and is subject to applicable taxes.

**11. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT.** We may sell, assign, or transfer this Agreement and the Equipment without notice. You agree that if we sell, assign, or transfer this Agreement and/or the Equipment, the new Lessor will have the same rights and benefits that we have now and you do not have to perform any of our obligations. You agree that the rights of the new Lessor will not be subject to any claims, defenses, or set offs that you may have against us whether or not you are notified of such assignment.

**12. DEFAULT AND REMEDIES:** If you do not pay any lease payment or other sum due to us or other party when due or if you break any of your promises in the Agreement or any other Agreement with us, you will be in default. If any part of a payment is more than 3 days late, you agree to pay a late charge of 10% of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may do any one or all of the following (a) instruct Supplier to withhold service, parts and supplies and/or void the Customer Confidence Guaranty; (b) retain your security deposit; (c) terminate or cancel this Agreement and/or any and all Schedules and require that you pay, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the sum of: (i) all past due and current Monthly Payments (or other periodic payments) and charges due under this Agreement and any Schedule; (ii) the present value of all remaining Monthly Payments (or other periodic payments) and charges for the remainder of the term of such Schedule, discounted at the rate of 4% per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the present value (at the same discount rate as specified in clause (ii) above) of the amount of any purchase option with respect to the Equipment or, if none is specified, our anticipated value of the Equipment at the end of the initial term of such Schedule (or any renewal thereof); and (d) require you to return the Equipment to us to a location designated by us. We may recover interest on any unpaid balance at the rate of 8% per annum but in no event more than the lawful maximum rate. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of Lessor or its Assignee or any other law. You agree to pay our reasonable costs of collection and enforcement, including but not limited to attorney's fees and actual court costs relating to any claim arising under this Agreement including, but not limited to, any legal action or referral for collection. If we have to take possession of the Equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed Equipment will be credited against what you owe us. **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL INDIRECT OR INCIDENTAL DAMAGES FOR ANY REASON WHATSOEVER.** You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. All of our rights are cumulative. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive lessee's rights under Article 2A (508-522) of the UCC.

**13. UCC FILINGS:** You grant us a security interest in the Equipment if this Agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument in order to show our interest in the Equipment.

**14. SECURITY DEPOSIT:** The security deposit is non-interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions herein are fully complied with and provided you have not ever been in default of this Agreement per paragraph 12, the security deposit will be refunded to you after the return of the equipment in accordance with paragraph 6.

**15. CONSENT TO LAW, JURISDICTION, AND VENUE:** This Agreement shall be deemed fully executed and performed in the state of Lessor or its Assignee's principal place of business and shall be governed by and construed in accordance with its laws. If the Lessor or its Assignee shall bring any judicial proceeding in relation to any matter arising under the Agreement, the Customer irrevocably agrees that any such matter may be adjudged or determined in any court or courts in the state of the Lessor or its Assignee's principal place of business, or in any court or courts in Customer's state of residence, or in any other court having jurisdiction over the Customer or assets of the Customer, all at the sole election of the Lessor. The Customer hereby irrevocably submits generally and unconditionally to the jurisdiction of any such court so elected by Lessor in relation to such matters. **YOU WAIVE TRIAL BY JURY IN ANY ACTION BETWEEN US.**

**16. LESSEE GUARANTY:** You agree to submit the original of the Agreement documents with the security deposit to the Lessor via overnight courier the same day of the facsimile or electronic mail transmission of the signed lease documents. Should we fail to receive these originals, you agree to bound by the faxed or electronically mailed copy of this Agreement with appropriate signatures. Lessee waives the right to challenge in court the authenticity of a faxed or electronically mailed signed copy of this Agreement and the faxed or electronically mailed copy containing your faxed scanned signature and our original signature shall be considered the sole original for all purposes, including without limitation, any enforcement action under paragraph 12.



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# Master Premier Lease Agreement

APPLICATION NUMBER

AGREEMENT NUMBER

**KONICA MINOLTA**

This Master Premier Lease Agreement ("Agreement") is written in "Plain English". The words you and your refer to the customer (and its guarantors). The words Lessor, we, us and our refer to Konica Minolta Premier Finance, a program of Konica Minolta Business Solutions U.S.A., Inc., its subsidiaries and affiliates. (Supplier)

## CUSTOMER INFORMATION

FULL LEGAL NAME			STREET ADDRESS	
CITY	STATE	ZIP	PHONE*	FAX
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
CITY	STATE	ZIP	E-MAIL	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				

Note: See Best and Final Offer For further details

\*By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, pre-recorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Lessor and its affiliates and agents. This Express Consent applies to each such telephone number that you provide to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

## CUSTOMER CONFIDENCE GUARANTEE

Konica Minolta Business Solutions agrees to maintain the Equipment in good operating condition providing necessary maintenance service and parts for routine repairs. If our Service Representative is unable to repair the equipment covered under a Konica Minolta Business Solutions Service Agreement and this guarantee, we shall provide, at no charge, an equivalent replacement.



## TERMS AND CONDITIONS (THIS AGREEMENT CONTAINS PROVISIONS SET FORTH BELOW, ALL OF WHICH ARE MADE A PART OF THIS AGREEMENT.)

**LEASE AGREEMENT:** You agree to lease from us the personal property as identified in schedules to this Master Premier Lease Agreement from time to time signed by you and us (such property and any upgrades, replacements, repairs and additions referred to as "Equipment") for business purposes only. Each Schedule is a separate assignable lease. You agree to all of the terms and conditions contained in this Agreement and any Schedule, which together are a complete statement of our Agreement regarding the listed equipment ("Agreement") and supersedes any purchase order or outstanding invoice. This Agreement may be modified only by written Agreement and not by course of performance. This Agreement becomes valid upon execution by you or for us. The Equipment is deemed accepted by you under the applicable schedule unless you notify us within three (3) days of delivery that you do not accept the Equipment and specify the defect or malfunction. In that event, at our sole option, we or our designee will replace the defective item of Equipment or this Agreement will be canceled and we or our designee will repossess the Equipment. The "Billing Date" of this Agreement will be the twentieth (20th) day following installation. You agree to pay a prorated amount of 1/30th of the monthly payment times the number of days between the installation date and the Billing Date. This Agreement will continue from the Billing Date for the Term shown and will be extended automatically for successive one (1) month terms unless you (a) send us written notice, between ninety (90) days and one hundred fifty (150) days before the end of any term, of your decision to return or purchase the Equipment or renew this Lease or (b) you do not purchase or return the Equipment, as specified in your notice, within 10 days after the end of the term. Leases with \$1.00 purchase options will not be renewed. THE BASE RENTAL PAYMENT SHALL BE ADJUSTED PROPORTIONATELY UPWARD OR DOWNWARD, IF THE ACTUAL COST OF THE EQUIPMENT EXCEEDS OR IS LESS THAN THE ESTIMATE PROVIDED TO LESSEE. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You authorize us to insert or correct missing information on this lease including your proper legal name, serial numbers, other numbers describing the Equipment and other omitted factual matters. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignee or third parties having an economic interest in this Agreement, any Schedule or the Equipment.

**2. RENT:** Rent will be payable in installments, each in the amount of the Monthly Payment (or other periodic payment) shown plus any applicable sales, use and property tax. If we pay any tax on your behalf, you agree to reimburse us promptly along with a processing fee. You will pay the security deposit on the date you sign this Agreement. Subsequent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period or as otherwise agreed. We will have the right to apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. Your obligation to make all Monthly Payments (or other periodic payment) hereunder is absolute and unconditional and you cannot withhold or offset against any Monthly Payments (or other periodic payment) for any reason. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree cash and cash equivalents are not acceptable forms of payment for this Agreement and that you will not remit such forms of payment to us. WE BOTH INTEND TO COMPLY WITH ALL APPLICABLE LAWS. IF IT IS DETERMINED THAT YOUR PAYMENTS UNDER THIS AGREEMENT OR UNDER A SCHEDULE RESULT IN AN INTEREST PAYMENT HIGHER THAN ALLOWED BY APPLICABLE LAW, THEN ANY EXCESS INTEREST COLLECTED WILL BE APPLIED TO AMOUNTS THAT ARE LAWFULLY DUE AND OWING UNDER THIS AGREEMENT OR WILL BE REFUNDED TO YOU. IN NO EVENT WILL YOU BE REQUIRED TO PAY ANY AMOUNTS IN EXCESS OF THE LEGAL AMOUNT.

**3. COMPUTER SOFTWARE:** Notwithstanding any other terms and conditions of this Agreement, you agree that as to software only: a) We have not had, do not have, nor will have any title to such software. b) You have executed or will execute a separate software license Agreement and we are not a party to and have no responsibilities whatsoever in regards to such license Agreement, c) You have selected such software and as per Agreement paragraph 5, WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR DEFECTIVE NATURE OF SUCH SOFTWARE, SYSTEMS INTEGRATION, OR OTHERWISE IN REGARDS TO SUCH SOFTWARE. CUSTOMER'S LEASE PAYMENTS AND OTHER OBLIGATIONS UNDER THIS LEASE AGREEMENT SHALL IN NO WAY BE DIMINISHED ON ACCOUNT OF OR IN ANY WAY RELATED TO THE ABOVE SAID SOFTWARE LICENSE AGREEMENT OF FAILURE IN ANY WAY OF THE SOFTWARE.

(continued on back)

## THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT: THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

### LESSOR ACCEPTANCE

Konica Minolta Premier Finance			
DATED	LESSOR	SIGNATURE	TITLE

### CUSTOMER ACCEPTANCE

		X	
DATED	FULL LEGAL NAME OF CUSTOMER (as referenced above)	SIGNATURE	TITLE

FEDERAL TAX I.D. #

PRINT NAME

See reverse side for additional terms and conditions

# KMBS STANDARD MAINTENANCE TERMS AND CONDITIONS "SCHEDULE A"

(Revised 02-01-10)

The following terms and conditions apply to the provision of maintenance services by Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") to Customer during the term of this Agreement:

**1. PAYMENT:** Payment is due within thirty (30) days from the date of the invoice. Should the customer fail to make any payment due hereunder, or be or become insolvent or be a party to or acquiesce in any bankruptcy or receivership proceeding or any similar action affecting the affairs or property of Customer, or violate any aspect of this Agreement, KMBS may (1) refuse to continue to service the equipment or provide Consumable Supplies and may enter Customer's premises to recover any property or equipment owned by KMBS or (2) furnish service on a time, travel and material basis, without prejudice to any other remedies KMBS may have. If Customer fails to make any payment when due pursuant to this Agreement, there will be a service charge of one and one-half percent (1 1/2%) per month of the total amount due or the maximum legal interest rate allowed by law, whichever is less. Reasonable costs, including counsel fees, shall be recoverable by KMBS in the event collection activities, including litigation, are required to collect outstanding amounts due under this Agreement. NO CASH PAYMENTS ACCEPTED. Accepted manners of payment are by major credit card or checks made payable to KMBS.

**2. METER READINGS:** Customer will provide accurate and timely meter readings at the end of each billing period in a manner prescribed by KMBS. KMBS charges for each copy or print, performed by the KMBS equipment included in this Agreement. A copy of print shall be defined as the generation of any document or image on the KMBS equipment. For purposes of this Agreement, all such uses of KMBS equipment shall be referenced herein as a "copy." KMBS shall have access to monitor the meter readings and if meter readings are not received in a timely manner, KMBS may obtain or estimate them and Customer agrees to pay for maintenance services based on estimated meter readings. Customer shall not alter or attempt to alter actual meter reading. Each 8 1/2" x 11" copy will be recorded as a single meter click. Each 11" x 17" copy will be recorded as a double meter click. Duplexed copies shall be counted at twice the rate of simplex copies. For models equipped with banner printing capabilities, the following meter click charges shall apply: 18" to 27" = 3 clicks; 27" to 36" = 4 clicks; 36" to 47" = 5 clicks.

**3. SITE PREPARATION & ACCESS:** Customer shall ensure that equipment is placed in an environment that conforms with the manufacturer's specifications and requirements and will bear all cost and expense for any additional necessities required for installation such as telephone and electrical wiring, remodeling, and noise and power filters. Any electrical work external to the equipment (i.e. associated peripheral equipment, power, transmission and phone lines, and modems) and equipment line cord are not covered by this Agreement. Customer shall provide KMBS personnel with free and full access to the equipment and any necessary operating time for the purposes of furnishing maintenance services. Customer shall arrange and insure that one of its employees is present at all times when KMBS personnel perform maintenance services. Relocation or make ready shipment of equipment is not covered by this maintenance Agreement. This service, when requested, will be at the then billable rate of KMBS.

**4. COMMENCEMENT OF SERVICE:** The equipment must be in good condition on the commencement date of this Agreement. KMBS charges for parts and labor required to place the equipment in such condition unless covered under any applicable warranties or a continuous maintenance Agreement. KMBS will invoice the customer and this will be in addition to the price set forth on the front hereof.

**5. ADDITIONAL EQUIPMENT:** No maintenance service for additional or substituted equipment will be provided by KMBS until it is accepted by KMBS, in writing, for coverage. KMBS reserves the right to adjust the coverage period for any additional or substituted equipment to assure common renewal dates.

**6. SERVICE INCLUDED:** KMBS' obligations under this Agreement is to provide Basic Maintenance Service on the equipment covered by this Agreement. Basic Maintenance Service is defined as that level of maintenance necessary to maintain the equipment in normal operating condition as set forth in the equipment specifications. Basic Maintenance Services includes labor and/or routine remedial and preventive maintenance service as well as remedial parts and Consumable Supplies, if this option is selected, as defined in section 24. All part replacements shall be on an exchange basis with new or refurbished items. Emergency service calls will be performed at no extra charge during normal business hours. Unless otherwise indicated, normal business hours are 8:30 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed by KMBS. Overtime charges, at KMBS' then current rate, will be charged for all service calls outside normal business hours. In addition to any other rights hereunder, KMBS reserves the right to delete discontinued equipment from this Agreement if parts become unavailable for discontinued equipment.

**7. PREVENTIVE MAINTENANCE:** Preventive Maintenance shall be performed on the equipment at the intervals defined by the Technical Service Manuals for the particular model. Preventive Maintenance will include cleaning, lubrication, adjustment, and may be made at the same time remedial service is being performed. KMBS technicians do not carry or deliver consumable supplies (toner, developer, etc.). It is the Customer's responsibility to have the necessary supplies available for the Technician's use.

**8. vCARE MONITORING:** KMBS will deploy and enable its vCARE Solution, which is a Device Relationship Management (DRM) system that interacts with KMBS product(s) for the purpose of automated meter reading, technical performance monitoring, consumable and supply-level monitoring for replenishment, and product status (and as described in KMBS' Digital Needs Analysis). Should Customer opt-out of utilizing vCARE, KMBS reserves the right to assess an incremental invoicing fee not to exceed twenty five dollars (\$25) per invoice.

**9. SELLER'S AGENTS:** Customer acknowledges that it has been advised that no agent, employee, or representative of KMBS has any authority to bind KMBS to any affirmation, promise, representation, or warranty concerning any of the equipment or services. Unless an affirmation, promise, representation, or warranty is specifically set forth in this Agreement it does not form a basis of this bargain and shall not be enforceable against KMBS.

**10. DISCLAIMER:** This Agreement does not cover service required due to malfunction of parts, attachments, or supplies of non-KMBS manufacture. When the use of a particular supply item may cause machine damage or require excessive servicing, KMBS, upon notice to Customer, will not continue remedial or preventive service for that equipment. By introducing supplies of differing manufacture into the KMBS equipment Customer accepts the responsibility to pay for any remedial or corrective service required. Any alterations, modifications or changes to the equipment by someone other than KMBS, including Customer, may result in termination of this Agreement. Without prior authorization, this Agreement does not apply to any equipment which ceases to be at the customer location described on the front side hereof. This Agreement does not apply to any equipment lost or damaged, through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty or any other natural force, and any loss or damage occurring from any of the foregoing is specifically excluded from this Agreement. Customer warrants and represents that the equipment will be used for business purposes, and not for personal, family, or household purposes.

**11. AUTOMATIC RENEWAL:** Service on individual equipment shall automatically be extended for successive one year terms at the rates being charged by KMBS at the time of renewal unless Customer or KMBS provides the other party thirty (30) days written notice before the end of the current term of its intention not to renew this Agreement. Upon renewal, either party may cancel this Agreement, with or without cause, upon thirty (30) days written notice to the other party. Upon cancellation pursuant to this paragraph, Customer will be billed for service through the effective date of cancellation. In the event this Agreement is canceled or not renewed, Customer shall return any unused Consumable Supplies to KMBS. Should the Customer fail to return any unused Consumable Supplies, KMBS reserves the right to charge for any unused Consumable Supplies at the then current rate for such supplies.

**12. ESCALATION:** At the end of the first year of this agreement and once each successive twelve month period, we may increase your payment and the cost per copy charge over the pages included (coverage) by a maximum of 10% of the existing charge.

**13. EARLY TERMINATION CHARGE:** In the event Customer terminates prior to the expiration of the initial term of this Agreement without cause or in the event KMBS terminates this Agreement prior to the end of the initial term due to Customer's material breach, KMBS will bill and Customer will be responsible to pay an early termination charge as liquidated damages, and not as a penalty. Early termination charges will be calculated in the following manner: i) KMBS will average the three (3) most recent billing periods of KMBS maintenance to arrive at an average maintenance figure, then ii) multiply that figure by the number of remaining billing periods in the remaining unexpired term, and then iii) divide that number by two (2).

**14. NETWORK INTEGRATION:** If Network Integration services are provided by KMBS, Customer warrants that the KMBS Digital Needs Analysis ("DNA") has been accurately completed and KMBS may rely on the information contained in the DNA in providing network integration services. KMBS reserves the right to assess additional charges for service due to Customer's modification of its network, software, or operating system(s).

**15. ASSIGNMENT:** Customer may not assign this Agreement, without KMBS' express written consent. In the event that KMBS assigns or subcontract any of its obligations under this Agreement, KMBS shall remain primarily responsible to perform those obligations. Any claim or defense Customer may have relating to those obligations must be asserted only against KMBS and not its assignee. KMBS may assign, without notice to Customer, any of its rights under this Agreement.

**16. NOTICES:** All notices required to be given under this Agreement shall be in writing and shall be sent by U.S. first class mail to the parties as follows: To Customer at the address listed on the front of this Agreement and to KMBS, at 100 Williams Drive, Ramsey, NJ 07446, Attention: Office of Direct Administration.

**17. INDEMNIFICATION:** Customer shall bear all risk of theft, loss or damage not caused by KMBS employees or agents, to all equipment delivered and accepted under this Agreement. Customer agrees to indemnify, defend and hold harmless KMBS, its officers, directors, employees and agents from all loss, liability, claims or expenses (including reasonable attorney's fees) arising out of Customer's use of the equipment, including but not limited to liabilities arising from illegal use of KMBS equipment as well as bodily injury, including death, or property damage to any person, unless said injuries, death or property damage was caused solely as the result of a negligent or intentional act or omission by KMBS.

**18. WARRANTY:** KMBS WARRANTS THAT THE SERVICES SHALL BE PERFORMED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS FOR THE EQUIPMENT. KMBS MAKES NO OTHER WARRANTIES WHATSOEVER EXPRESS OR IMPLIED WITH REGARD TO THE SERVICE, THE SOFTWARE INCLUDED WITH THE EQUIPMENT OR ITS INSTALLATION, AND MAINTENANCE, AND EXPRESSLY EXCLUDES ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**19. REMEDY LIMITATIONS:** The equipment may not be returned to KMBS without KMBS' written consent. CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE REPAIR OF THE EQUIPMENT OR REPLACEMENT OF A NONCONFORMING PART, AT THE OPTION OF KMBS. THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES FOR ANY PROVEN BREACH OF THIS AGREEMENT (INCLUDING WARRANTY). THE PARTIES RESERVE THE RIGHT TO RECOVER CONTRACT DAMAGES ALLOWED BY THIS AGREEMENT. KMBS' LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE COVER DAMAGES ON THE COST OF ALTERNATE MAINTENANCE SERVICES AND/OR CONSUMABLES PURCHASED BY THE CUSTOMER. KMBS SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES DUE TO LOSS OF DATA OR INFORMATION OF ANY KIND, LOSS OF OR DAMAGE TO REVENUE, PROFITS OR GOODWILL, DAMAGES DUE TO ANY INTERRUPTION OF BUSINESS, DAMAGE TO CUSTOMER'S COMPUTERS OR NETWORKS, EVEN IF KMBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**20. APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of New York without regard to choice of law principles. In the event of litigation or other proceedings by KMBS to enforce or defend any term or provision of this Agreement, Customer agrees to pay all costs and expenses sustained by KMBS, including but not limited to, reasonable attorney's fees. Customer further agrees to litigate any dispute concerning this matter in the courts of the state of New Jersey, consents to jurisdiction in that forum and waives the right to jury trial.

**21. FORCE MAJEURE:** Neither party shall be responsible for delays or failure in performance of this Agreement (other than failure to make payment) to the extent that such party was hindered in its performance by any act of God, civil commotion, labor dispute, or any other occurrence beyond its reasonable control.

**22. WAIVER & SEVERABILITY:** Failure by KMBS to enforce any provisions of this Agreement or any rights hereunder, or failure to exercise any election provided for herein, shall in no way be considered a waiver of such provisions, rights, or elections, or in any way affect the party's right to later enforce or exercise the same or other provisions, rights, or elections it may have under this Agreement. If any provision of this Agreement shall be unenforceable or otherwise unworkable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of the remaining provisions of this Agreement.

**23. ORIGINAL DOCUMENT:** Customer further agrees (a) that facsimile or electronic signatures shall be accepted as original signatures; and (b) that this Agreement or any document created pursuant to this Agreement, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. KMBS may accept orders electronically from Customer pursuant to this Agreement. Neither party shall raise any objection to the authenticity of this Agreement or any document created hereunder, based on either the use of a facsimile signature or the use of a copy retrieved from an electronic storage system.

**24. SUPPLIES INCLUDED IN THE BASE/PRINT CHARGE:** If this option has been selected, KMBS (or designated service) will provide Customer with certain types and quantities of Consumable Supplies. Consumable Supplies are defined as the toner, developer, copy cartridges and PM kits necessary to ensure that the equipment operates within the equipment specifications throughout the term of this Agreement. Customer agrees that the Consumable Supplies are KMBS property until used by Customer. Customer will use Consumable Supplies only with the contracted equipment and run them to their cease-function point. Customer shall not remove the Consumable Supplies from the location designated as Customer's address on the first page of this Agreement. Customer shall not sell, resell or otherwise transfer any Consumable Supplies to any other entity. Customer will return any unused Consumable Supplies to KMBS at the end of this Agreement. Customer shall use reasonable care to store and protect KMBS Consumable Supplies located at Customer's location for Customer's convenience. Customer bears risk of loss of KMBS unused Consumable Supplies in the event of theft, fire or other mishap. Should Customer's use of Consumable Supplies exceed the Manufacturer's Recommended Yields for the applicable unit by more than 6% in any given month, or should KMBS, in its reasonable discretion, determine that Consumable Supplies are being abused in any fashion, Customer agrees that KMBS shall have the right to charge for any such excess or improper usage. The Manufacturer's Recommended Yields for the Consumable Supplies are set forth in <http://kmbs.konicaminolta.us>. Audit Rights. During the term of this Agreement and during the Sixty (60) day period immediately following the Term, KMBS shall have the right, upon reasonable notice or in connection with a maintenance call, to audit Customer's usage of Consumable Supplies. The audit will be conducted by comparing the records generated by the equipment to the Manufacturer's Recommended Yields. If the audit reveals that Customer has exceeded the Manufacturer's Recommended Yield for the applicable unit, then Customer shall promptly pay to KMBS an amount for the excess Consumable Supplies usage, based on the then current rate for the applicable Consumable Supply. KMBS reserves the right to charge Customer for shipping and handling charges incurred by KMBS for the delivery of any excess Consumable Supplies delivered to Customer.

**25. ENTIRE AGREEMENT:** This is the entire Agreement between Customer and KMBS on the subject matter hereof and supersedes any proposal or prior agreement, oral or written, or any other communications relating to maintenance services for KMBS equipment and it may not be released, discharged, changed, or modified except by an instrument in writing signed by a duly authorized representative of each party. Customer agrees that any Purchase Order or other documentation issued to KMBS covering the equipment or maintenance is issued for purpose of authorization and Customer's internal use only, and any terms and conditions contained therein shall not modify or add to the terms and conditions of this Agreement. This Agreement will not be effective until accepted by an authorized representative of KMBS. Notice of acceptance is hereby waived by Customer.

**26. DIGITAL SUPPORT SERVICE (DSS):** If this option has been selected, DSS provides Customer access to KMBS Digital Solution Center (DSC) telephonically or by electronic access. DSS includes technical support on items specified on the DSS Supported Products List including Digital Multi-Function Devices, General Office Applications, Graphic and Design Applications and Desktop Operating Systems. Customer may expect level support by telephone or electronically. DSS support is available during the hours of 8:00a.m. to 6:00p.m. Eastern Time, Monday through Friday, excluding KMBS observed holidays. DSS hours are subject to change by KMBS. Customer system(s) must be in good working condition. DSS does not include parts or labor related to network/computer problems not directly involved in the printing or scanning network or fax workflow. Customer network changes, attachments or additions may require additional DSS charges. KMBS reserves the right to terminate DSS services in the event that any of Customer's changes, alterations or attachments makes it impractical for KMBS to provide DSS. Customer is responsible for performing normal operator functions, system backups, virus scans, and network security functions on a regular basis.

Note: See Best and Final Offer  
For further details



KONICA MINOLTA

Fax Maintenance Contract

**Sold To: (legal name)** \_\_\_\_\_ **Ship To:** \_\_\_\_\_

Name: \_\_\_\_\_ Account Number: \_\_\_\_\_ Name: \_\_\_\_\_ Account Number: \_\_\_\_\_

Address Line 1: \_\_\_\_\_ Address Line 1: \_\_\_\_\_

Address Line 2: \_\_\_\_\_ Address Line 2: \_\_\_\_\_

Street Address: \_\_\_\_\_ Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Tax Exemption  No  Yes (Certificate required) Tax Exemption Number: \_\_\_\_\_

PO Required  No  Yes (Copy required) PO Number: \_\_\_\_\_ PO Expiration Date: \_\_\_\_\_

**Payment Terms:**

Credit Card	Card Type: _____	Name on Card: _____	Credit Card #: _____	Check	Amount: _____
	Authorized Credit Card Amount: _____	Expiration Date: _____			Check #: _____

**Standard Fax Maintenance Plans**

**Annual Based Contract (without supplies)**

Effective Date: \_\_\_\_\_

Contract Term (Months):  12  24  36  48  60

Billed in Advance:  Annually  Other \_\_\_\_\_

**Digital Support Service:**

Digital Support Service (DSS) through the Digital Solution Center (DSC) at a rate of \$10.00 per serial number monthly will automatically be added to the base payment below unless customer declines DSS coverage by checking the following box:

**Product Covered Under Contract:**

Item	Model Description	Serial Number	Annual Contract Fee
1			
2			
3			
4			

**Comments:**

*Customer's signature below acknowledges receipt and consent to KMBS Standard Maintenance Terms and Conditions "Schedule A" dated 02-01-10. If payment by credit card is indicated above, customer hereby grants KMBS the authority to charge the customer's credit card in the amount indicated. Not binding on KMBS until signed by KMBS Manager.*

Customer Name: \_\_\_\_\_ Please Print \_\_\_\_\_ KMBS Representative: \_\_\_\_\_ Date \_\_\_\_\_

Signature: \_\_\_\_\_ Authorized Representative of Customer \_\_\_\_\_ Date \_\_\_\_\_ KMBS Manager: \_\_\_\_\_ Date \_\_\_\_\_

Title: \_\_\_\_\_

**FOR INTERNAL USE**

New Customer  Maintenance w/ Equipment Order  Maintenance Only  Maintenance Billed by KMBS  Maintenance Billed by Lease Company  Dealer Served

PE #: \_\_\_\_\_ Agreement #: \_\_\_\_\_ Customer Code 1: \_\_\_\_\_

Promotion #: \_\_\_\_\_ Price Plan #: \_\_\_\_\_ Customer Code 2: \_\_\_\_\_

Subfleet #: \_\_\_\_\_ Customer Code 3: \_\_\_\_\_

Key Operator Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Email Addr: \_\_\_\_\_

Meter Read Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Email Addr: \_\_\_\_\_

Accounts Payable Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Email Addr: \_\_\_\_\_

**Special Instructions:** \_\_\_\_\_ **Additional Documents Attached:**  
 Price Exception  Tax Exempt Certificate  
 Purchase Order  Credit Application

Originating: \_\_\_\_\_ Sales Rep Number: \_\_\_\_\_ Sales Rep Name (Please Print): \_\_\_\_\_ Sales Rep Email Address: \_\_\_\_\_

Order Taking: \_\_\_\_\_

Servicing: \_\_\_\_\_

Contract Processed:  Windsor, CT  Branch \_\_\_\_\_ (Branch Name)

## Advantage CPC Maintenance Contract Addendum - Additional Equipment

Name: _____ Account Number: _____	Name: _____ Account Number: _____
Address Line 1: _____	Address Line 1: _____
Address Line 2: _____	Address Line 2: _____
Street Address: _____	Street Address: _____
City: _____ State: _____ Zip: _____	City: _____ State: _____ Zip: _____

### ADDENDUM TO ADVANTAGE CPC MAINTENANCE CONTRACT

**Product Covered Under Contract:**

Item	Model Description	Serial Number	Type	Start Meter Read	Monthly Min Volume	CPC	Monthly Min \$	Overage CPC
7			C					
			B/W					
8			C					
			B/W					
9			C					
			B/W					
10			C					
			B/W					
11			C					
			B/W					
12			C					
			B/W					
13			C					
			B/W					
14			C					
			B/W					
15			C					
			B/W					
16			C					
			B/W					
17			C					
			B/W					
18			C					
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19			C					
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20			C					
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21			C					
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22			C					
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23			C					
			B/W					
24			C					
			B/W					
25			C					
			B/W					
26			C					
			B/W					
27			C					
			B/W					
28			C					
			B/W					
29			C					
			B/W					
30			C					
			B/W					

This page is a continuation of the Advantage CPC Maintenance Contract dated \_\_\_\_\_ between KMBS and Customer.

Customer Signature: \_\_\_\_\_

KMBS Representative: \_\_\_\_\_

# KMBS ADVANTAGE MAINTENANCE TERMS AND CONDITIONS "SCHEDULE A"

(Revised 02-01-10)

The following terms and conditions apply to the provision of maintenance services by Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") to Customer during the term of this Agreement:

**1. PAYMENT:** Payment is due within thirty (30) days from the date of the invoice. Should the customer fail to make any payment due hereunder, or be or become insolvent or be a party to or acquiesce in any bankruptcy or receivership proceeding or any similar action affecting the affairs or property of Customer, or violate any aspect of this Agreement, KMBS may (1) refuse to continue to service the equipment or provide Consumable Supplies; and (2) may enter Customer's premises to recover any property or equipment owned by KMBS or (2) furnish service on a time, travel and material basis, without prejudice to any other remedies KMBS may have. If Customer fails to make any payment when due pursuant to this Agreement, there will be a service charge of one and one-half percent (1 1/2%) per month of the total amount due or the maximum legal interest rate allowed by law, whichever is less. Reasonable costs, including counsel fees, shall be recoverable by KMBS in the event collection activities, including litigation, are required to collect outstanding amounts due under this Agreement. NO CASH PAYMENTS ACCEPTED. Accepted manners of payment are by major credit card or checks made payable to KMBS.

**2. METER READINGS:** Customer will provide accurate and timely meter readings at the end of each billing period in a manner prescribed by KMBS. KMBS charges for each copy or print, performed by the KMBS equipment included in this Agreement. A copy or print shall be defined as the generation of any document or image on the KMBS equipment. For purposes of this Agreement, all such uses of KMBS equipment shall be referenced herein as a "copy." KMBS shall have access to monitor the meter readings and if meter readings are not received in a timely manner, KMBS may obtain or estimate them and Customer agrees to pay for maintenance services based on estimated meter readings. Customer shall not alter or attempt to alter actual meter reading. Each 8 1/2" x 11" copy will be recorded as a single meter click. Each 11" x 17" copy will be recorded as a double meter click. Duplexed copies shall be counted at twice the rate of simplex copies. For models equipped with banner printing capabilities, the following meter click charges shall apply: 18" to 27" = 3 clicks; 27" to 36" = 4 clicks; 36" to 47" = 5 clicks.

**3. SITE PREPARATION & ACCESS:** Customer shall ensure that equipment is placed in an environment that conforms with the manufacturer's specifications and requirements and will bear all cost and expense for any additional necessities required for installation such as telephone and electrical wiring, remodeling, and noise and power filters. Any electrical work external to the equipment (i.e. associated peripheral equipment, power, transmission and phone lines, and modems) and equipment line cord are not covered by this Agreement. Customer shall provide KMBS personnel with free and full access to the equipment and any necessary operating time for the purposes of furnishing maintenance services. Customer shall arrange and insure that one of its employees is present at all times when KMBS personnel perform maintenance services. Relocation or make ready shipment of equipment is not covered by this maintenance Agreement. This service, when requested, will be at the then billable rate of KMBS.

**4. COMMENCEMENT OF SERVICE:** The equipment must be in good condition on the commencement date of this Agreement. KMBS charges for parts and labor required to place the equipment in such condition unless covered under any applicable warranties or a continuous maintenance Agreement. KMBS will invoice the customer and this will be in addition to the price set forth on the front hereof.

**5. ADDITIONAL EQUIPMENT:** No maintenance service for additional or substituted equipment will be provided by KMBS until it is accepted by KMBS, in writing, for coverage. KMBS reserves the right to adjust the coverage period for any additional or substituted equipment to assure common renewal dates.

**6. SERVICE INCLUDED:** KMBS obligations under this Agreement is to provide Basic Maintenance Service on the equipment covered by this Agreement. Basic Maintenance Service is defined as that level of maintenance necessary to maintain the equipment in normal operating condition as set forth in the equipment specifications. Basic Maintenance Services includes: labor and/or routine remedial and preventive maintenance service as well as remedial parts and Consumable Supplies, if this option is selected, as defined in section 23. All part replacements shall be on an exchange basis with new or refurbished items. Emergency service calls will be performed at no extra charge during normal business hours. Unless otherwise indicated, normal business hours are 8:30 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed by KMBS. Overtime charges, at KMBS then current rate, will be charged for all service calls outside normal business hours. In addition to, KMBS reserves the right to delete discontinued equipment from this Agreement if parts become unavailable for discontinued equipment.

**7. PREVENTIVE MAINTENANCE:** Preventive Maintenance shall be performed on the equipment at the intervals defined by the Technical Service Manuals for the particular model. Preventive Maintenance will include cleaning, lubrication, adjustment, and may be made at the same time remedial service is being performed. KMBS technicians do not carry or deliver consumable supplies (toner, developer, etc.). It is the Customer's responsibility to have the necessary supplies available for the Technician's use.

**8. vCARE MONITORING:** KMBS will deploy and enable its vCARE Solution, which is a Device Relationship Management (DRM) system that interacts with KMBS product(s) for the purpose of automated meter reading, technical performance monitoring, consumable and supply-level monitoring for replenishment, and product status (and as described in KMBS' Digital Needs Analysis). Should Customer opt-out of utilizing vCARE, KMBS reserves the right to assess an incremental invoicing fee not to exceed twenty five dollars (\$25) per invoice.

**9. SELLER'S AGENTS:** Customer acknowledges that it has been advised that no employee, representative or agent of KMBS has any authority to bind KMBS to any affirmation, promise, representation, or warranty concerning any of the equipment or services. Unless an affirmation, promise, representation, or warranty is specifically set forth in this Agreement it does not form a basis of this bargain and shall not be enforceable against KMBS.

**10. DISCLAIMERS:** This Agreement does not cover service required due to malfunction of parts, attachments, or supplies of non-KMBS manufacture. When the use of a particular supply item may cause machine damage or require excessive servicing, KMBS, upon notice to Customer, will not continue remedial or preventive service for that equipment. By introducing supplies of differing manufacture into the KMBS equipment Customer accepts the responsibility to pay for any remedial or corrective service required. Any alterations, modifications or changes to the equipment by someone other than KMBS, including Customer, may result in termination of this Agreement. Without prior authorization, this Agreement does not apply to any equipment which ceases to be at the Customer location described on the front side hereof. This Agreement does not apply to any equipment lost or damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty or any other natural force; and any loss or damage occurring from any of the foregoing is specifically excluded from this Agreement. Customer warrants and represents that the equipment will be used for business purposes, and not for personal, or household purposes.

**11. AUTOMATIC RENEWAL:** Service on individual equipment shall automatically be extended for successive one year terms at the rates being charged by KMBS at the time of renewal unless Customer or KMBS provides the other party thirty (30) days written notice before the end of the current term of its intention not to renew this Agreement. Upon renewal, either party may cancel this Agreement, with or without cause, upon thirty (30) days written notice to the other party. Upon cancellation pursuant to this paragraph, Customer will be billed for service through the effective date of cancellation. In the event this Agreement is canceled or not renewed, Customer shall return any unused Consumable Supplies to KMBS. Should the Customer fail to return any unused Consumable Supplies, KMBS reserves the right to charge for any unused Consumable Supplies at the then current rate for such supplies.

**12. EARLY TERMINATION CHARGE:** In the event Customer terminates prior to the expiration of the initial term of this Agreement without cause or in the event KMBS terminates this Agreement prior to the end of the initial term due to Customer's material breach, KMBS will bill and Customer will be responsible to pay an early termination charge as liquidated damages, and not as a penalty. Early termination charges will be calculated in the following manner: i) KMBS will average the three (3) most recent billing periods of KMBS maintenance to arrive at an average maintenance figure; then ii) multiply that figure by the number of remaining billing periods in the remaining unexpired term; and then iii) divide that number by two (2).

**13. NETWORK INTEGRATION:** If Network Integration services are provided by KMBS, Customer warrants that KMBS Digital Needs Analysis ("DNA") has been accurately completed and KMBS may rely on the

information contained in the DNA in providing network integration services. KMBS reserves the right to assess additional charges for service due to Customer's modification of its network, software, or operating system(s).

**14. ASSIGNMENT:** Customer may not assign this Agreement, without KMBS' express written consent. In the event that KMBS assigns or subcontracts any of its obligations under this Agreement, KMBS shall remain primarily responsible to perform those obligations. Any claim or defense Customer may have relating to those obligations shall be asserted against KMBS and not its assignee. KMBS may assign, without notice, any of its rights under this Agreement.

**15. NOTICES:** All notices required to be given under this Agreement shall be in writing and shall be sent by U.S. first class mail to the parties as follows: To Customer at the address listed on the front of this Agreement and to KMBS, at 100 Williams Drive, Ramsey, NJ 07446, Attention: Office of Direct Administration.

**16. INDEMNIFICATION:** Customer shall bear all risk of theft, loss or damage not caused by KMBS employees or agents, to all equipment delivered and accepted under this Agreement. Customer agrees to indemnify, defend and hold harmless KMBS, its officers, directors, employees and agents from all loss, liability, claims or expenses (including reasonable attorney's fees) arising out of Customer's use of the equipment, including but not limited to liabilities arising from illegal use of KMBS equipment as well as bodily injury, including death, or property damage to any person, unless said injuries, death or property damage was caused solely as the result of a negligent or intentional act or omission by KMBS.

**17. WARRANTY:** KMBS WARRANTS THAT THE SERVICES SHALL BE PERFORMED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS FOR THE EQUIPMENT. KMBS MAKES NO OTHER WARRANTIES WHATSOEVER EXPRESS OR IMPLIED WITH REGARD TO THE SERVICE. THE SOFTWARE INCLUDED WITH THE EQUIPMENT OR ITS INSTALLATION, AND MAINTENANCE, AND EXPRESSLY EXCLUDES ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**18. REMEDY LIMITATIONS:** The equipment may not be returned to KMBS without KMBS' written consent. Customer's EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE REPAIR OF THE EQUIPMENT OR REPLACEMENT OF A NONCONFORMING PART, AT THE OPTION OF KMBS. THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES FOR ANY PROVEN BREACH OF THIS AGREEMENT (INCLUDING WARRANTY). THE PARTIES DO RESERVE THE RIGHT TO RECOVER CONTRACT DAMAGES ALLOWED VIA THIS AGREEMENT. KMBS' LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE COVER DAMAGES ON THE COST OF ALTERNATE MAINTENANCE SERVICES AND/OR CONSUMABLES PURCHASED BY THE CUSTOMER. KMBS SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES DUE TO LOSS OF DATA OR INFORMATION OF ANY KIND, LOSS OF OR DAMAGE TO REVENUE, PROFITS OR GOODWILL, DAMAGES DUE TO ANY INTERRUPTION OF BUSINESS, DAMAGE TO CUSTOMER'S COMPUTERS OR NETWORKS, EVEN IF KMBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**19. APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of New York without regard to choice of law principles. In the event of litigation or other proceedings by KMBS to enforce or defend any term or provision of this Agreement, Customer agrees to pay all costs and expenses sustained by KMBS, including but not limited to, reasonable attorney's fees. Customer further agrees to litigate any dispute concerning this matter in the courts of the state of New Jersey, consents to jurisdiction in that forum and waives the right to jury trial.

**20. FORCE MAJEURE:** Neither party shall be responsible for delays or failure in performance of this Agreement (other than failure to make payment) to the extent that such party was hindered in its performance by any act of God, civil commotion, labor dispute, or any other occurrence beyond its reasonable control.

**21. WAIVER & SEVERABILITY:** Failure by KMBS to enforce any provisions of this Agreement or any rights hereunder, or failure to exercise any election provided for herein, shall in no way be considered a waiver of such provisions, rights, or elections, or in any way affect the party's right to later enforce or exercise the same or other provisions, rights, or elections it may have under this Agreement. If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of the remaining provisions of this Agreement.

**22. ORIGINAL DOCUMENT:** Customer further agrees (a) that facsimile or electronic signatures shall be accepted as original signatures; and (b) that this Agreement or any document created pursuant to this Agreement, may be maintained in an electronic document storage and retrieval system; a copy of which shall be considered an original. KMBS may accept orders electronically from Customer pursuant to this Agreement. Neither party shall raise any objection to the authenticity of this Agreement or any document created hereunder, based on either the use of a facsimile signature or the use of a copy retrieved from an electronic storage system.

**23. SUPPLIES INCLUDED IN THE BASE/PRINT CHARGE:** If this option has been selected, KMBS (or designated service) will provide Customer with certain types and quantities of Consumable Supplies. Consumable Supplies are defined as the toner, staples, developer, copy cartridges and PM kits necessary to ensure that the equipment operates within the equipment specifications throughout the term of this Agreement. Customer agrees that the Consumable Supplies are KMBS property until used by Customer. Customer will use Consumable Supplies only with the contracted equipment and run them to their cease-function point. Customer shall not remove the Consumable Supplies from the location designated as Customer's address on the first page of this Agreement. Customer shall not sell, resell or otherwise transfer any Consumable Supplies to any other entity; Customer will return any unused Consumable Supplies to KMBS at the end of this Agreement. Customer shall use reasonable care to store and protect KMBS Consumable Supplies located at Customer's location for Customer's convenience. Customer bears risk of loss of KMBS unused Consumable Supplies in the event of theft, fire or other mishap. Should Customer's use of Consumable Supplies exceed the Manufacturer's Recommended Yields for the applicable unit by more than 6% in any given month, or should KMBS, in its reasonable discretion, determine that Consumable Supplies are being abused in any fashion, Customer agrees that KMBS shall have the right to charge for any such excess or improper usage. The Manufacturer's Recommended Yields for the Consumable Supplies are set forth in <http://kmbssolutions.com/usa>: Audit Rights; During the term of this Agreement and during the Sixty (60) day period immediately following the Term, KMBS shall have the right, upon reasonable notice or in connection with a maintenance call, to audit Customer's usage of Consumable Supplies. The audit will be conducted by comparing the records generated by the equipment to the Manufacturer's Recommended Yields. If the audit reveals that Customer has exceeded the Manufacturer's Recommended Yield for the applicable unit, then Customer shall promptly pay to KMBS an amount for the excess Consumable Supplies usage, based on the then current rate for the applicable Consumable Supply. KMBS reserves the right to charge Customer for shipping and handling charges incurred by KMBS for the delivery of any excess Consumable Supplies delivered to Customer.

**24. ENTIRE AGREEMENT:** This is the entire Agreement between Customer and KMBS on the subject matter hereof and supersedes any proposal or prior agreement, oral or written, or any other communications relating to maintenance services for KMBS equipment and it may not be released, discharged, changed, or modified except by an instrument in writing signed by a duly authorized representative of each party. Customer agrees that any Purchase Order or other documentation issued to KMBS covering the equipment or maintenance is issued for purpose of authorization and Customer's internal use only, and any terms and conditions contained therein shall not modify or add to the terms and conditions of this Agreement. This Agreement will not be effective until accepted by an authorized representative of KMBS. Notice of acceptance is hereby waived by Customer.

**25. DIGITAL SUPPORT SERVICE (DSS):** Provides Customer access to KMBS Digital Solution Center (DSC) telephonically or by electronic access. DSS includes technical support on items specified on the DSS Supported Products List including Digital Multi-Function Devices, General Office Applications, Graphic and Design Applications and Desktop Operating Systems. Customer may access expert level support by telephone or electronically. DSC support is available during the hours of 8:00a.m. to 6:00p.m. Eastern Time, Monday through Friday, excluding KMBS observed holidays. DSC hours are subject to change by KMBS. Customer system(s) must be in good working condition. DSS does not include parts or labor related to network/computer problems not directly involved in the printing or scanning network or fax workflow. Customer network changes, attachments or additions may require additional DSS charges. KMBS reserves the right to terminate DSS services in the event that any Customer changes, alterations or attachments make it impractical for KMBS to provide DSS. Customer is responsible for performing normal operator functions, system backups, virus scans, and network security functions on a regular basis.

Note: See Best and Final Offer  
For further details



KONICA MINOLTA

Advantage CPC Maintenance Contract

Note: See Best and Final Offer For further details

<b>Sold To: (legal name)</b>			<b>Ship To:</b>		
Name: _____	Account Number: _____		Name: _____	Account Number: _____	
Address Line 1: _____			Address Line 1: _____		
Address Line 2: _____			Address Line 2: _____		
Street Address: _____			Street Address: _____		
City: _____	State: _____	Zip: _____	City: _____	State: _____	Zip: _____
<b>Tax Exemption</b> <input type="checkbox"/> No <input type="checkbox"/> Yes (Certificate required)			<b>Tax Exemption Number:</b> _____		
<b>PO Required</b> <input type="checkbox"/> No <input type="checkbox"/> Yes (Copy required)			<b>PO Number:</b> _____	<b>PO Expiration Date:</b> _____	

Advantage CPC Maintenance Plan

**Cost Per Copy**  
 With Supplies  Without Supplies - Purchased Separately

**Effective Date:** \_\_\_\_\_

**Billing for CPC contract:**  Monthly  Quarterly  Annually  
**Overages billed:**  Monthly  Quarterly  Annually

**Contract Term (Months):**  12  24  36  48  60

Product Covered Under Contract:

Item	Model Description	Serial Number	Type	Start Meter Read	Monthly Min Volume	CPC	Monthly Min \$	Overage CPC
1			C					
			B/W					
2			C					
			B/W					
3			C					
			B/W					
4			C					
			B/W					
5			C					
			B/W					
6			C					
			B/W					

Comments

Customer's signature below acknowledges receipt and consent to KMBS Advantage Maintenance Terms and Conditions "Schedule A" dated 02-01-10. Not binding on KMBS until signed by KMBS Branch General Manager.

**Customer Name:** \_\_\_\_\_ **KMBS Representative:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Please Print

**Signature:** \_\_\_\_\_ **KMBS Branch General Manager:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Authorized Representative of Customer

**Title:** \_\_\_\_\_

FOR INTERNAL USE

New Customer  Maintenance w/ Equipment Order  Maintenance Only  Maintenance Billed by KMBS  Maintenance Billed by Lease Company  Dealer Serviced

**PE #:** \_\_\_\_\_ **Agreement #:** \_\_\_\_\_ **Customer Code 1:** \_\_\_\_\_  
**Promotion #:** \_\_\_\_\_ **Price Plan #:** \_\_\_\_\_ **Customer Code 2:** \_\_\_\_\_  
**Subfleet #:** \_\_\_\_\_ **Customer Code 3:** \_\_\_\_\_

**Key Operator Contact:** \_\_\_\_\_ **Phone:** \_\_\_\_\_ **Email Addr:** \_\_\_\_\_  
**Meter Read Contact:** \_\_\_\_\_ **Phone:** \_\_\_\_\_ **Email Addr:** \_\_\_\_\_  
**Accounts Payable Contact:** \_\_\_\_\_ **Phone:** \_\_\_\_\_ **Email Addr:** \_\_\_\_\_

**Special Instructions:** \_\_\_\_\_ **Additional Documents Attached:**  
 Price Exception  Tax Exempt Certificate  
 Purchase Order  Credit Application

Originating:	Sales Rep Number:	Sales Rep Name (Please Print):	Sales Rep Email Address:
Order Taking:			
Servicing:			

**Contract Processed:**  Windsor, CT  Branch \_\_\_\_\_ (Branch Name)

## Standard CPC Maintenance Contract Addendum - Additional Equipment

Name: _____ Account Number: _____	Name: _____ Account Number: _____
Address Line 1: _____	Address Line 1: _____
Address Line 2: _____	Address Line 2: _____
Street Address: _____	Street Address: _____
City: _____ State: _____ Zip: _____	City: _____ State: _____ Zip: _____

### ADDENDUM TO STANDARD CPC MAINTENANCE CONTRACT

**Product Covered Under Contract:**

Item	Model Description	Serial Number	Type	Start Meter Read	Monthly Min Volume	CPC	Monthly Min \$	Overage CPC
7			C					
			B/W					
8			C					
			B/W					
9			C					
			B/W					
10			C					
			B/W					
11			C					
			B/W					
12			C					
			B/W					
13			C					
			B/W					
14			C					
			B/W					
15			C					
			B/W					
16			C					
			B/W					
17			C					
			B/W					
18			C					
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19			C					
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21			C					
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22			C					
			B/W					
23			C					
			B/W					
24			C					
			B/W					
25			C					
			B/W					
26			C					
			B/W					
27			C					
			B/W					
28			C					
			B/W					
29			C					
			B/W					
30			C					
			B/W					

This page is a continuation of the Standard CPC Maintenance Contract dated \_\_\_\_\_ between KMBS and Customer.

Customer Signature: \_\_\_\_\_

KMBS Representative: \_\_\_\_\_

# KMBS STANDARD MAINTENANCE TERMS AND CONDITIONS "SCHEDULE A"

(Revised 02-01-10)

The following terms and conditions apply to the provision of maintenance services by Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") to Customer during the term of this Agreement:

**1. PAYMENT:** Payment is due within thirty (30) days from the date of the invoice. Should the customer fail to make any payment due hereunder, or be or become insolvent or be a party to or acquiesce in any bankruptcy or receivership proceeding or any similar action affecting the affairs or property of Customer, or violate any aspect of this Agreement, KMBS may (1) refuse to continue to service the equipment or provide Consumable Supplies and may enter Customer's premises to recover any property or equipment owned by KMBS or (2) furnish service on a time, travel and material basis, without prejudice to any other remedies KMBS may have. If Customer fails to make any payment when due pursuant to this Agreement, there will be a service charge of one and one-half percent (1 1/2%) per month of the total amount due or the maximum legal interest rate allowed by law, whichever is less. Reasonable costs, including counsel fees, shall be recoverable by KMBS in the event collection activities, including litigation, are required to collect outstanding amounts due under this Agreement. NO CASH PAYMENTS ACCEPTED. Accepted manners of payment are by major credit card or checks made payable to KMBS.

**2. METER READINGS:** Customer will provide accurate and timely meter readings at the end of each billing period in a manner prescribed by KMBS. KMBS charges for each copy or print, performed by the KMBS equipment included in this Agreement. A copy or print shall be defined as the generation of any document or image on the KMBS equipment. For purposes of this Agreement, all such uses of KMBS equipment shall be referenced herein as a "copy." KMBS shall have access to monitor the meter readings and if meter readings are not received in a timely manner, KMBS may obtain or estimate them and Customer agrees to pay for maintenance services based on estimated meter readings. Customer shall not alter or attempt to alter actual meter reading. Each 8 1/2" x 11" copy will be recorded as a single meter click. Each 11" x 17" copy will be recorded as a double meter click. Duplicated copies shall be counted at twice the rate of simplex copies. For models equipped with banner printing capabilities, the following meter click charges shall apply: 18" to 27" = 3 clicks; 27" to 36" = 4 clicks; 36" to 47" = 5 clicks.

**3. SITE PREPARATION & ACCESS:** Customer shall ensure that equipment is placed in an environment that conforms with the manufacturer's specifications and requirements and will bear all cost and expense for any additional necessities required for installation such as telephone and electrical wiring, remodeling, and noise and power filters. Any electrical work external to the equipment (i.e. associated peripheral equipment, power, transmission and phone lines, and modems) and equipment line cord are not covered by this Agreement. Customer shall provide KMBS personnel with free and full access to the equipment and any necessary operating time for the purposes of furnishing maintenance services. Customer shall arrange and insure that one of its employees is present at all times when KMBS personnel perform maintenance services; Relocation or make ready shipment of equipment is not covered by this maintenance Agreement. This service, when requested, will be at the then billable rate of KMBS.

**4. COMMENCEMENT OF SERVICE:** The equipment must be in good condition on the commencement date of this Agreement. KMBS charges for parts and labor required to place the equipment in such condition unless covered under any applicable warranties or a continuous maintenance Agreement. KMBS will invoice the customer and this will be in addition to the price set forth on the front hereof.

**5. ADDITIONAL EQUIPMENT:** No maintenance service for additional or substituted equipment will be provided by KMBS until it is accepted by KMBS, in writing, for coverage. KMBS reserves the right to adjust the coverage period for any additional or substituted equipment to assure common renewal dates.

**6. SERVICE INCLUDED:** KMBS' obligations under this Agreement is to provide Basic Maintenance Service on the equipment covered by this Agreement. Basic Maintenance Service is defined as that level of maintenance necessary to maintain the equipment in normal operating condition as set forth in the equipment specifications. Basic Maintenance Services includes labor and/or routine remedial and preventive maintenance service as well as remedial parts and Consumable Supplies. If this option is selected, as defined in section 24. All part replacements shall be on an exchange basis with new or refurbished items. Emergency service calls will be performed at no extra charge during normal business hours. Unless otherwise indicated, normal business hours are 8:30 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed by KMBS. Overtime charges, at KMBS' then current rate, will be charged for all service calls outside normal business hours. In addition to any other rights under, KMBS reserves the right to delete discontinued equipment from this Agreement if parts become available for discontinued equipment.

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**8. vCARE MONITORING:** KMBS will deploy and enable its vCARE Solution, which is a Device Relationship Management (DRM) system that interacts with KMBS product(s) for the purpose of automated meter reading, technical performance monitoring, consumable and supply-level monitoring for replenishment, and product status (and as described in KMBS' Digital Needs Analysis). Should Customer opt-out of utilizing vCARE, KMBS reserves the right to assess an incremental invoicing fee not to exceed twenty five dollars (\$25) per invoice.

**9. SELLER'S AGENTS:** Customer acknowledges that it has been advised that no agent, employee, or representative of KMBS has any authority to bind KMBS to any affirmation, promise, representation, or warranty concerning any of the equipment or services. Unless an affirmation, promise, representation, or warranty is specifically set forth in this Agreement it does not form a basis of this bargain and shall not be enforceable against KMBS.

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**11. AUTOMATIC RENEWAL:** Service on individual equipment shall automatically be extended for successive one year terms at the rates being charged by KMBS at the time of renewal unless Customer or KMBS provides the other party thirty (30) days written notice before the end of the current term of its intention not to renew this Agreement. Upon renewal, either party may cancel this Agreement, with or without cause, upon thirty (30) days written notice to the other party. Upon cancellation pursuant to this paragraph, Customer will be billed for service through the effective date of cancellation. In the event this Agreement is canceled or not renewed, Customer shall return any unused Consumable Supplies to KMBS. Should the Customer fail to return any unused Consumable Supplies, KMBS reserves the right to charge for any unused Consumable Supplies at the then current rate for such supplies.

**12. ESCALATION:** At the end of the first year of this agreement and once each successive twelve month period, we may increase your payment and the cost per copy charge over the pages included (average) by a maximum of 10% of the existing charge.

**13. EARLY TERMINATION CHARGE:** In the event Customer terminates prior to the expiration of the initial term of this Agreement without cause or in the event KMBS terminates this Agreement prior to the end of the initial term due to Customer's material breach, KMBS will bill and Customer will be responsible to pay an early termination charge as liquidated damages, and not as a penalty. Early termination charges will be calculated in the following manner: i) KMBS will average the three (3) most recent billing periods of KMBS maintenance to arrive at an average maintenance figure, then ii) multiply that figure by the number of remaining billing periods in the remaining unexpired term, and then iii) divide that number by two (2).

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**16. NOTICES:** All notices required to be given under this Agreement shall be in writing and shall be sent by U.S. first class mail to the parties as follows: To Customer at the address listed on the front of this Agreement and to KMBS, at 100 Williams Drive, Ramsey, NJ 07446, Attention: Office of Direct Administration.

**17. INDEMNIFICATION:** Customer shall bear all risk of theft, loss or damage not caused by KMBS employees or agents, to all Equipment delivered and accepted under this Agreement. Customer agrees to indemnify, defend and hold harmless KMBS, its officers, directors, employees and agents from all loss, liability, claims or expenses (including reasonable attorney's fees) arising out of Customer's use of the equipment, including but not limited to liabilities arising from illegal use of KMBS equipment as well as bodily injury, including death, or property damage to any person, unless said injuries, death or property damage was caused solely as the result of a negligent or intentional act or omission by KMBS.

**18. WARRANTY:** KMBS WARRANTS THAT THE SERVICES SHALL BE PERFORMED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS FOR THE EQUIPMENT. KMBS MAKES NO OTHER WARRANTIES WHATSOEVER EXPRESS OR IMPLIED WITH REGARD TO THE SERVICE, THE SOFTWARE INCLUDED WITH THE EQUIPMENT OR ITS INSTALLATION, AND MAINTENANCE, AND EXPRESSLY EXCLUDES ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**19. REMEDY LIMITATIONS:** The equipment may not be returned to KMBS without KMBS' written consent. CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE REPAIR OF THE EQUIPMENT OR REPLACEMENT OF A NONCONFORMING PART, AT THE OPTION OF KMBS. THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES FOR ANY PROVEN BREACH OF THIS AGREEMENT (INCLUDING WARRANTY). THE PARTIES RESERVE THE RIGHT TO RECOVER CONTRACT DAMAGES ALLOWED VIA THIS AGREEMENT. KMBS' LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE COVER DAMAGES ON THE COST OF ALTERNATE MAINTENANCE SERVICES AND/OR CONSUMABLES PURCHASED BY THE CUSTOMER. KMBS SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES DUE TO LOSS OF DATA OR INFORMATION OF ANY KIND, LOSS OF OR DAMAGE TO REVENUE, PROFITS OR GOODWILL, DAMAGES DUE TO ANY INTERRUPTION OF BUSINESS, DAMAGE TO CUSTOMER'S COMPUTERS OR NETWORKS, EVEN IF KMBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**20. APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of New York without regard to choice of law principles. In the event of litigation or other proceedings by KMBS to enforce or defend any term or provision of this Agreement, Customer agrees to pay all costs and expenses sustained by KMBS, including but not limited to, reasonable attorney's fees. Customer further agrees to litigate any dispute concerning this matter in the courts of the state of New Jersey, consents to jurisdiction in that forum and waives the right to jury trial.

**21. FORCE MAJEURE:** Neither party shall be responsible for delays or failure in performance of this Agreement (other than failure to make payment) to the extent that such party was hindered in its performance by any act of God, civil commotion, labor dispute, or any other occurrence beyond its reasonable control.

**22. WAIVER & SEVERABILITY:** Failure by KMBS to enforce any provisions of this Agreement or any rights hereunder, or failure to exercise any election provided for herein, shall in no way be considered a waiver of such provisions, rights, or elections, or in any way affect the party's right to later enforce or exercise the same or other provisions, rights, or elections it may have under this Agreement. If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of the remaining provisions of this Agreement.

**23. ORIGINAL DOCUMENT:** Customer further agrees (a) that facsimile or electronic signatures shall be accepted as original signatures; and (b) that this Agreement or any document created pursuant to this Agreement, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. KMBS may accept orders electronically from Customer pursuant to this Agreement. Neither party shall raise any objection to the authenticity of this Agreement or any document created hereunder, based on either the use of a facsimile signature or the use of a copy retrieved from an electronic storage system.

**24. SUPPLIES INCLUDED IN THE BASE/PRINT CHARGE:** If this option has been selected, KMBS (or designated service) will provide Customer with certain types and quantities of Consumable Supplies. Consumable Supplies are defined as the toner, developer, copy cartridges and PM kits necessary to ensure that the equipment operates within the equipment specifications throughout the term of this Agreement. Customer agrees that the Consumable Supplies are KMBS property until used by Customer. Customer will use Consumable Supplies only with the contracted equipment and not with their cease-function point. Customer shall not remove the Consumable Supplies from the location designated as Customer's address on the first page of this Agreement. Customer shall not sell, resell or otherwise transfer any Consumable Supplies to any other entity. Customer will return any unused Consumable Supplies to KMBS at the end of this Agreement. Customer shall use reasonable care to store and protect KMBS Consumable Supplies located at Customer's location for Customer's convenience. Customer bears risk of loss of KMBS unused Consumable Supplies in the event of theft, fire or other mishap. Should Customer's use of Consumable Supplies exceed the Manufacturer Recommended Yields for the applicable unit by more than 6% in any given month, or should KMBS, in its reasonable discretion, determine that Consumable Supplies are being abused in any fashion, Customer agrees that KMBS shall have the right to charge for any such excess or improper usage. The Manufacturer's Recommended Yields for the Consumable Supplies are set forth in <http://kmbs.konicaminolta.us>; Audit Rights. During the term of this Agreement and during the Sixty (60) day period immediately following the Term, KMBS shall have the right, upon reasonable notice or in connection with a maintenance call, to audit Customer's usage of Consumable Supplies. The audit will be conducted by comparing the records generated by the equipment to the Manufacturer's Recommended Yields. If the audit reveals that Customer has exceeded the Manufacturer's Recommended Yield for the applicable unit, then Customer shall promptly pay to KMBS an amount for the excess Consumable Supplies usage, based on the then current rate for the applicable Consumable Supply. KMBS reserves the right to charge Customer for shipping and handling charges incurred by KMBS for the delivery of any excess Consumable Supplies delivered to Customer.

**25. ENTIRE AGREEMENT:** This is the entire Agreement between Customer and KMBS on the subject matter hereof and supersedes any proposal or prior agreement, oral or written, or any other communications relating to maintenance services for KMBS equipment and it may not be released, discharged, changed, or modified except by an instrument in writing signed by a duly authorized representative of each party. Customer agrees that any Purchase Order or other documentation issued to KMBS covering the equipment or maintenance is issued for purpose of authorization and Customer's internal use only, and any terms and conditions contained therein shall not modify or add to the terms and conditions of this Agreement. This Agreement will not be effective until accepted by an authorized representative of KMBS. Notice of acceptance is hereby waived by Customer.

**26. DIGITAL SUPPORT SERVICE (DSS):** If this option has been selected, DSS provides Customer access to KMBS Digital Solution Center (DSC) telephonically or by electronic access. DSS includes technical support on items specified on the DSS Supported Products List including Digital Multi-Function Devices, General Office Applications, Graphic and Design Applications and Desktop Operating Systems. Customer may access expert level support by telephone or electronically. DSC support is available during the hours of 8:00 a.m. to 6:00 p.m. Eastern Time, Monday through Friday, excluding KMBS observed holidays. DSC hours are subject to change by KMBS. Customer system(s) must be in good working condition. DSS does not include parts or labor related to network/computer problems not directly involved in the printing or scanning network or fax workflow. Customer network changes, attachments or additions may require additional DSS charges. KMBS reserves the right to terminate DSS services in the event that any of Customer changes, alterations or attachments makes it impractical for KMBS to provide DSS. Customer is responsible for performing normal operator functions, system backups, virus scans, and network security functions on a regular basis.

• More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

**Issue.** Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (e.g., under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

**Arbitrage rebate.** Generally, interest on a state or local bond is not tax exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

**Construction issue.** This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and

2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1½% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the instructions for Form 8038-T.

## Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date the issue is issued. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

### Part I—Reporting Authority

**Amended return.** If this is an amended Form 8038-GC, check the amended return box. Complete Part I and only those lines of Form 8038-GC that are being amended. Do not amend estimated amounts previously reported once the actual amounts are determined. (See the Part II instructions below.)

**Line 1.** The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

**Line 2.** An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. This form may be obtained at Social Security Administration offices or by calling 1-800-TAX-FORM. If the EIN has not been received by the due date for Form 8038-GC, write "Applied for" in the space for the EIN.

**Line 5.** After the preprinted 5, enter two self-designated numbers. Number reports consecutively during any calendar year (e.g., 534, 535, etc.).

### Part II—Description of Obligations

**Line 8a.** The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

**Line 8b.** For a single issue, enter the date of issue, generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the calendar year during which the obligations were issued.

**Lines 9a and 9b.** For line 9a, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Both line 9a and 9b may apply to a particular obligation. For example, report on line 9a and 9b obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

**Line 11.** Check this box if property other than cash is exchanged for the obligation, e.g., acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also check this box if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal. Do not check this box if the proceeds of the obligation are received in the form of cash, even if the term "lease" is used in the title of the issue.

**Line 12.** Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

### Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form varies depending on individual circumstances. The estimated average time is:

Learning about the law or the form . . . . . 1 hr., 58 min.

Preparing the form . . . . . 3 hr., 3 min.

Copying, assembling, and sending the form to the IRS . . . 16 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Tax Forms Committee, Western Area Distribution Center, Rancho Cordova, CA 95743-0001. Do not send the form to this address. Instead, see Where To File on page 1.





**Pmt**  
**No.**   **Payment Date**   **Beginning**  
**Balance**   **Scheduled**  
**Payment**   **Extra**  
**Payment**   **Total Payment**   **Principal**   **Interest**   **Ending**  
**Balance**   **Cumulative**  
**Interest**

Pmt No. Payment Date Beginning Balance Scheduled Payment Extra Payment Total Payment Principal Interest Ending Balance Cumulative Interest

Pmt No. Payment Date Beginning Balance Scheduled Payment Extra Payment Total Payment Principal Interest Ending Balance Cumulative Interest

Pmt No. Payment Date Beginning Balance Scheduled Payment Extra Payment Total Payment Principal Interest Ending Balance Cumulative Interest

Pmt No. Payment Date Beginning Balance Scheduled Payment Extra Payment Total Payment Principal Interest Ending Balance Cumulative Interest

Pmt No. Payment Date Beginning Balance Scheduled Payment Extra Payment Total Payment Principal Interest Ending Balance Cumulative Interest

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
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Via email  
jkemplin@kmb.konicaminolta.us

625 E. Beale St.  
Kingman, AZ 86401  
(928) 753-6945 \* (928) 718-3232 Fax

**REQUEST FOR BEST AND FINAL OFFERS**  
**Copiers and Multifunctional Digital Equipment**

In accordance with Arizona Department of Education School District Procurement Rule R7-2-1048, Mohave Educational Services Cooperative, Inc. (Mohave) is requesting Best and Final Offers for Request for Proposal 10I-0930.

**BEST AND FINAL OFFER DUE DATE:** November 15, 2010 @ 3:00 p.m. MST

**LOCATION:** Mohave Educational Services Cooperative, Inc.  
211 N. 7<sup>th</sup> St.  
Kingman, AZ 86401

Best and Final Offers must be submitted in a sealed envelope properly addressed to Mohave Educational Services Cooperative, Inc., with Best and Final Offer, RFP 10I-0930, Best and Final Offer Due Date and Time, and Offeror's Name and Address clearly indicated on the envelope. Mohave will not be responsible for late receipt of best and final offers. If a best and final offer is not submitted, the offeror's previous proposal response will be considered its best and final offer. **Faxed best and final offers cannot be accepted.**

**CONTACT PERSON:** MARK DiBLASI, CONTRACT SPECIALIST II

**PHONE:** (928) 718-3220

Tom Peeler, CPPB  
Executive Director

**DATE:** November 4, 2010

**THIS BEST AND FINAL OFFER IS SUBMITTED BY:**

**Name:** Brian Cupka, Vice President, Gen. Counsel and Secretary

**Firm:** Konica Minolta Business Solutions U.S.A., Inc.

**Address:** 100 Williams Drive

**City:** Ramsey      **State:** NJ      **Zip:** 07446

**Phone:** (201) 825-4000

**Date:** 11/12/10

**Signature:** Brian Cupka  
Vice President, General Counsel & General Counsel

**Title:** \_\_\_\_\_

**REQUEST FOR PROPOSAL 10I-0930**  
**Copiers and Multifunctional Digital Equipment**

**REQUEST FOR BEST AND FINAL OFFERS**

*NOTE: We have completed our initial review of your response to RFP 10I-0930. We are requesting the following information to better understand your offer. Please carefully review and answer the questions that follow. Provide only the information requested. Do not provide another complete copy of your initial response. Sign and include this Request for Best and Final Offer with your response. If you do not respond by the specified time, date and location, your initial offer as submitted will be your final offer.*

**BEST AND FINAL OFFER SUBMITTAL**

1. Your proposal contained some exceptions to our General Terms and Conditions that either requires clarification, revision or removal, as detailed below.
  - a. **Cancellation for non-performance or contractor deficiency** - (Remove) Modification of ten (10) day time frame to thirty (30) is unacceptable.  
**Konica Minolta will agree of the modification to a ten-day time frame.**
  - b. **Removal of Arbitration term** - (Remove) Removal of the entire arbitration term is unacceptable.  
**Konica Minolta has revised Arbitration Term by adding the yellow- highlighted language: "After exhausting applicable administration review, the parties to this contract may agree to resolve disputes arising out of or relating to this contract through arbitration, to the extent allowed by law, except for those matters relating to Mohave's failure to make a payment due under any agreement with the Contractor."**
  - c. **Liens/Serial Numbers** - (Clarification) Please provide clarification as to what a "UCC filing on the leased equipment" means.  
**By properly filing a financing statement at the state and/or local jurisdiction, the security interest of the secured party is perfected. The document contains the names and addresses of the debtor and the secured party along with a description of the collateral (security interest). A financing statement is proof of a security interest in personal property whereas a deed, properly recorded at a County Recorders Office, is proof of ownership for real property (land and buildings).**
  - d. **Billing** - (Remove) - Late fees are unacceptable under an awarded contract.  
**Konica Minolta agrees to remove "Late Fees".**
  - e. **Audit Rights** - (Remove) Modification of ten (10) day time frame to thirty (30) is unacceptable.  
**Konica Minolta will agree to the ten (10) day time frame.**
  - f. **Right to Assurance** - (Remove) Modification of ten (10) day time frame to thirty (30) is unacceptable.  
**Konica Minolta will agree to the ten (10) day time frame.**
2. Your answer to Appendix A, Question #6 included the following, "We will adhere 100% to Mohave's Terms and Conditions." This appears to conflict with the exceptions detailed in Questions #1 above. Is the statement found in Appendix A, Question #6 in reference to the issue raised in that question, or is it in error, based on the exceptions to our General Terms and Conditions?  
**Konica Minolta will adhere 100% to Terms and Conditions agreed upon by both parties, i.e. Konica Minolta and Mohave.**
3. Your proposal contained some exceptions to our Special Terms and Conditions that either requires clarification, revision or removal, as detailed below.
  - a. **1.10 - Auto Renewal Language** - (Remove) Auto renewal language in an agreement that a Member is required to sign, is unacceptable.  
**Konica Minolta agrees to remove "Auto Renewal Language".**
  - b. **1.35 - PPT** - (Clarification) Please provide clarification as to what a "PPT" means.

**REQUEST FOR PROPOSAL 10I-0930**  
**Copiers and Multifunctional Digital Equipment**

**PPT means Personal Property Tax.**

- c. **1.38 - HDD disposal pricing - (Revise)** The HDD disposal services detailed in this exception do not appear to be priced in your workbook. *Include HDD disposal service pricing in your workbook, as detailed in Question #9 below.*

**Konica Minolta has complied. Please refer to Konica Minolta's revised Pricing Workbook.**

4. Appendix E included the following information, "*Konica Minolta will complete this form on a case-by-case basis (if a purchase order to a Mohave Member exceeds \$100,000 for any information system Konica Minolta may provide).*" The intent of Appendix E is not to have it filled out when purchase orders exceeding \$100,000 may be processed under an awarded contract. You are required to fill it out if any products you are providing in your proposal may individually have a cost of over \$100,000. Review Appendix E, and fill it out based upon this requirement. Use the revised version of Appendix E that was provided with Addendum #2.

**No one individual item in Konica Minolta's Price Book exceeds \$100,000.00.**

5. Your answer to Supplementary Information Question 3.6 included the following information, "*Konica Minolta's leasing partner could accommodate 'No Auto Renewals' for a \$Buyout End of Lease or a Bank Qualified Lease/Purchase.*" This appears to state that auto renewal language may remain in lease agreements signed by Members under an awarded contract. This must be revised, confirming that no auto renewal language would be used in an agreement that a Member would be required to sign.

**U.S. Bank's Response: U.S. Bank can revise the sentence to state that no contract will go to month-to-month renewals without prior consent of the member.**

6. Your answer to Supplementary Information Question 3.6 included the following information, "*Konica Minolta's leasing partner...*" Provide additional information as to who your leasing partner is.

**The leasing partner utilized is U.S. Bank, 1310 Madrid Street, Suite 101, Marshall, MN 56258.**

7. The information provided in answer to Supplementary Information Question 3.8 did not appear to answer the question. Please provide the following information:

*If mobilization and/or travel charges are applicable, describe how they are calculated, and when they are necessary, (e.g., 50 miles from origin, etc.). Include information regarding what the mobilization and travel rates cover. (See Pricing: Reimbursement for Transportation, Mileage, Lodging, Meals and Incidental Expenses in the general terms and conditions.)*

**Not applicable to Konica Minolta.**

8. Several of the agreements provided in your proposal contained terms that are in direct conflict with the general terms and conditions, and other requirements of the RFP. These items either require clarification, revision or removal, as detailed below.

a. Konica Minolta - Order Agreement

- i. **1. Payment - (Remove)** Late charges are unacceptable under an awarded contract.  
**Konica Minolta agrees to remove Late Charges.**
- ii. **5. Applicable Law - (Revise)** Must be the State of Arizona, not New York.  
**Konica Minolta will agree that Applicable Law will be the State of Arizona.**
- iii. **5. Applicable Law - (Remove)** Waiver of Jury Trial is unacceptable under an awarded contract.

**Konica Minolta will accept Mohave's "Applicable Law" requirement.**

**REQUEST FOR PROPOSAL 10I-0930**  
**Copiers and Multifunctional Digital Equipment**

- iv. **14. Entire Agreement** - *(Remove or revise)* This section contains "Entire Agreement" language, which is unacceptable under an awarded contract. Language may remain, if it is revised to include RFP 10I-0930, any best and final offer, and the Members purchase order in addition to the terms and conditions of this agreement.

Konica Minolta has revised the "Entire Agreement" clause by adding the yellow-highlighted language.

**ENTIRE AGREEMENT: The entire Agreement between Customer and KMBS on the subject matter, inclusive of RFP 10I-093-, any best and final offer, and the Member's purchase order, hereof and supersedes any proposal or prior agreement, oral or written, or any other communications relating to maintenance services for KMBS equipment and it may not be released, discharged, changed, or modified except by an instrument in writing signed by a duly authorized representative of each party. Customer agrees that any Purchase Order or other documentation issued to KMBS covering the equipment or maintenance is issued for purpose of authorization and Customer's internal use only, and any terms and conditions contained therein shall not modify or add to the terms and conditions of this Agreement. This Agreement will not be effective until accepted by an authorized representative of KMBS. Notice of acceptance is hereby waived by Customer. This does not include any standalone lease agreement entered into by the Members.**

- b. Konica Minolta - KMBS Standard Maintenance Terms and Conditions - "Schedule A"
- i. **1. Payment** - *(Remove)* Late charges are unacceptable under an awarded contract. Konica Minolta agrees to remove Late Charges.
  - ii. **8. vCARE Monitoring** - *(Revise)* The vCARE monitoring services detailed in this section does not appear to be priced in your workbook. *Include vCARE monitoring service pricing in your workbook, as detailed in Question #9 below.* vCare is a "No Charge" item. Konica Minolta has revised our Pricing Notebook accordingly.
  - iii. **11. Automatic Renewal** - *(Remove)* Auto renewal language is not acceptable under an awarded contract. Konica Minolta agrees to remove Auto Renewal Language.
  - iv. **12. Escalation** - *(Remove or revise)* Increases of the cost per copy charges must be done in accordance with approved contract pricing, and cannot be increases independently of that approved pricing through this agreement. Konica Minolta agrees to remove.
  - v. **20. Applicable Law**- *(Revise)* Must be the State of Arizona, not New York. Konica Minolta agrees that Applicable Law will be the State of Arizona.
  - vi. **20. Applicable Law** - *(Remove)* Waiver of Jury Trial is unacceptable under an awarded contract. Konica Minolta accepts Mohave's Applicable Law language.
  - vii. **25. Entire Agreement** - *(Remove or revise)* This section contains "Entire Agreement" language, which is unacceptable under an awarded contract. Language may remain, if it is revised to include RFP 10I-0930, any best and final offer, and the Members purchase order in addition to the terms and conditions of this agreement. Konica Minolta has revised the "Entire Agreement" clause by adding the yellow-highlighted language.  
**ENTIRE AGREEMENT: The entire Agreement between Customer and KMBS on the subject matter, inclusive of RFP 10I-093-, any best and final offer, and the Member's purchase order, hereof and supersedes any proposal or prior agreement, oral or written, or any other communications relating to maintenance services for Konica Minolta equipment and it may not be released,**

REQUEST FOR PROPOSAL 10I-0930  
Copiers and Multifunctional Digital Equipment

**discharged, changed, or modified except by an instrument in writing signed by a duly authorized representative of each party. Customer agrees that any Purchase Order or other documentation issued to KMBS covering the equipment or maintenance is issued for purpose of authorization and Customer's internal use only, and any terms and conditions contained therein shall not modify or add to the terms and conditions of this Agreement. This Agreement will not be effective until accepted by an authorized representative of KMBS. Notice of acceptance is hereby waived by Customer. This does not include any standalone lease agreement entered into by the Members**

- c. Konica Minolta - Lease Agreement
- i. **Introductory Section - Automatic Renewal** - *(Remove)* Auto renewal language is not acceptable under an awarded contract.  
**U.S. Bank's Response:** U.S. Bank can revise the sentence to state that no contract will go to month-to-month renewals without prior consent of the Member.
  - ii. **12 - Default and Remedies - Late Fees** *(Remove)* Late charges are unacceptable under an awarded contract.  
**U.S. Bank's Response:** Yes, the late charge sentence can be stricken.
  - iii. **15. Consent to law, jurisdiction, and venue** - *(Revise)* Must be the State of Arizona, not "...in the state of Lessor or its Assignee's principal place of business..."  
**U.S. Bank's Response:** Law and jurisdiction can be changed to Arizona.
  - iv. **15. Consent to law, jurisdiction, and venue** - Waiver of Jury Trial is unacceptable under an awarded contract.  
**U.S. Bank's Response:** U.S. Bank will not be able to accommodate. However, they would agree to reword this clause to read, "Both parties agree to waiver of jury trial".
- d. Konica Minolta - Premier Advantage Agreement
- i. **Continuing Guaranty** - *(Remove)* "...waive all defenses..." and/or Waiver of Jury Trial is unacceptable under an awarded contract.  
**U.S. Bank Response:** U.S. Bank agrees this section can be stricken as there will be no required personal guarantee on these leases.
  - ii. **Continuing Guaranty** - *(Remove)* "...consent to the jurisdiction of the court set out in Paragraph 15..." Must be the State of Arizona.  
**U.S. Bank Response:** U.S. Bank agrees this section can be stricken as there will be no required personal guarantee on these leases.
  - iii. **12 - Default and Remedies - Late Fees** *(Remove)* Late charges are unacceptable under an awarded contract.  
**U.S. Bank's Response:** U.S. Bank agrees the late charges clause can be stricken.
  - iv. **15. Consent to law, jurisdiction, and venue** - *(Revise)* Must be the State of Arizona, not "...in the state of Lessor or its Assignee's principal place of business..."  
**U.S. Bank's Response:** U.S. Bank agrees law and jurisdiction can be changed to the State of Arizona.
  - v. **15. Consent to law, jurisdiction, and venue** - Waiver of Jury Trial is unacceptable under an awarded contract.  
**U.S. Bank's Response:** They are unable to accommodate this request unless the sentence is reworded to, "Both parties agree to waiver of jury trial".
- e. Konica Minolta - Premier Lease Agreement
- i. **Continuing Guaranty** - *(Remove)* "...waive all defenses..." and/or Waiver of Jury Trial is unacceptable under an awarded contract.

**REQUEST FOR PROPOSAL 10I-0930**  
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**U.S. Bank's Response: U.S. Bank agrees this clause may be stricken.**

- ii. **Continuing Guaranty - (Remove)** "...consent to the jurisdiction of the court set out in Paragraph 15..." Must be the State of Arizona.

**U.S. Bank's Response: U.S. Bank agrees this clause may be stricken**

- iii. **12 - Default and Remedies - Late Fees (Remove)** Late charges are unacceptable under an awarded contract.

**U.S. Bank's Response: U.S. Bank agrees the late charges clause may be stricken.**

- iv. **15. Consent to law, jurisdiction, and venue - (Revise)** Must be the State of Arizona, not "...in the state of Lessor or its Assignee's principal place of business..."

**U.S. Bank's Response: U.S. Bank agrees that law and jurisdiction can be changed to Arizona.**

- v. **15. Consent to law, jurisdiction, and venue - Waiver of Jury Trial** is unacceptable under an awarded contract.

**U.S. Bank's Response: They are unable to accommodate this request unless the sentence is reworded to, "Both parties agree to waiver of jury trial".**

f. **US Bank - Municipal Lease Purchase Agreement**

- i. **Introductory Section - (Remove)** "This is a non-cancelable/irrevocable agreement, this agreement cannot be canceled or terminated." This statement is unacceptable, and is in direct conflict with section 18 (Non-Appropriation).

**U.S. Bank's Response: This section must remain but they could add, "except for Non-Appropriations as outlined in Section 18".**

- ii. **Terms and Conditions - Automatic Renewal - (Remove)** Auto renewal language is not acceptable under an awarded contract.

**U.S. Bank's Response: U.S. Bank agrees to strike this clause.**

- iii. **Terms and Conditions - Late Fees - (Remove)** Late charges are unacceptable under an awarded contract.

**U.S. Bank's Response: U.S. Bank agrees to strike this clause**

- iv. **19. Choice of Law; Jury Trial Waiver - (Remove)** Waiver of Jury Trial is unacceptable under an awarded contract.

**U.S. Bank's Response: They are unable to accommodate this request unless the sentence is reworded to, "Both parties agree to waiver of jury trial".**

9. Your price workbook contained several errors. Those errors are detailed below. Provided with this request for best and final offer is a copy of your workbook, as submitted with your proposal. We have begun setting up this workbook for use in the pricing evaluation, and have locked down certain sections of it. In order to assist you, the sections and/or cells of the workbook that require additional information have been highlighted in red. **Provide only the information as requested below. Do not change or alter the workbook in any other way.** Submit the revised workbook in electronic form (on a thumb drive or CD) with your best and final offer.

- a. The discount summary was not complete. It did not include Moving fees, Pickup/deliver fees, Restock fees, Mileage, M&IE, Lodging or Travel/Drive rates. It also included multiple labor rates at \$100, with no description of what the labor rate is for. This information is necessary under an awarded contract. Complete the discount summary. If information does not apply to your offer, enter a "N/A" into that section of the discount summary.

**Konica Minolta has revised/completed our Pricing Workbook accordingly.**

- b. Are all of the service plans provided in your workbook "all inclusive?" Are there any products that are not included in the service plans provided?

**REQUEST FOR PROPOSAL 101-0930**  
**Copiers and Multifunctional Digital Equipment**

**Konica Minolta's cost per copy service plans for multifunctional devices includes remedial and preventative maintenance, all consumables, including staples, with the exception of paper.**

**Konica Minolta's Fax Warranty price does not include consumables.**

**The Prism software solution maintenance price is for maintenance of software.**

- c. Product Model C65H was missing the following information: year the model was first introduced; length of factory warranty; manufacturer's rating for pages per minute; manufacturer's recommended monthly volume for this unit; the PM cycle for this copier; the average/estimated cost per PM service. This information is necessary to determine what segment the machine belongs in, for pricing comparison purposes.

**Konica Minolta has complied.**

- d. The discounts entered into many of the maintenance pricing on the workbook display as up to four decimal places. The General Terms and Conditions (Pricing: Decimal Places, pg 17 of the RFP) required that pricing use no more than three decimal places. Revise all maintenance pricing, to correct this error.

**As per our telephone conference with Mohave on November 10, 2010; it is Konica Minolta's practice to use four (4) decimal places.**

10. Your proposal did not include any maintenance pricing for older "legacy" models. Some Members who may have older models which are no longer available for sale that require maintenance coverage. Do you have the ability to provide maintenance coverage for machines not being offered as new models? If yes, provide a supplementary price schedule that includes cost per copy, monthly, quarterly, semi-annual or annual pricing options. You may use the original 101-0930 workbook to create this supplementary legacy price file. The only information that would be necessary would be the model name/number, and the cost per copy, monthly, quarterly, semi-annual or annual pricing options.

**Konica Minolta has complied.**

11. Your answer to Supplementary Information 3.9 indicated, "*Konica Minolta's will provide Mohave Education Service's Members with newly manufactured equipment.*" Confirm that you would not provide remanufactured equipment under an awarded contract.

**Konica Minolta will not provide remanufactured or used equipment.**

12. Mohave is considering a number of proposals for this contract. Pricing is very competitive.

- Please review your prices to determine if any additional discounts are available.
- If yes, provide a new comprehensive price schedule.
- If no, indicate "No Additional Discounts."

**No additional discounts.**



KONICA MINOLTA

**RFP 10I-0930**

**11-15-2010**

**BAFO**

**Legacy Maintenance Pricing**

**(Tier 1)**

**(Valid for 5 years from initial install date)**

**Konica Minolta**

**Bizhub Products**

**The essentials of imaging**

**KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC. 4730 N 16<sup>th</sup> St • Phoenix, AZ 85016 • Tel:  
602-264-9631 • Fax: 602-234-2406 •**

**<http://kmb.konicaminolta.us>**

# Legacy Maintenance Pricing Only

Functional Digital Equipment Price Sheet  
GENERAL INFORMATION

Model Name:  | | | |

Model Number:  | | | |

OEM Manufacturer:  | | | |

Manufacturing Status:  New  Remanufactured  
(Place X in Cell to indicate newly manufactured)

Year this model first introduced:  | | | |

Length of factory warranty:  | | | |

Manufacturer's recommended monthly volume for this unit:  | | | |

Manufacturer's rating for copies per minute (or baud rate for fax):  | | | |

## SUPPLIES & PARTS INFORMATION

What is the PM cycle for this copier?  | | | |

Average/Estimated cost per PM service:  | | | |

Provide cost and average useful life for the following parts:

Part	Model U.P. (List Price)	Discount	Price
Heat Lamp	N/A		
Copier Lamp	5069200	\$124.24 19.00%	\$160.63
Drum Cleaning Blade	N/A		
Upper Fuser Roller	N/A		
Lower Fuser Roller	N/A		
Upper Cleaning Roller	N/A		
Lower Cleaning Roller	N/A		
Drum	N/A		
Supplies	Actual U.P. (List Price)	Discount	Price
Toner	11K	\$80.00 19.00%	\$64.75
Developer	40K	\$130.00 19.00%	\$104.25
Fuser (if applicable)	350K	\$220.00 19.00%	\$176.22
Staples	N/A		

Are greater volume discounts available for supplies or parts?  Yes  No

If yes, indicate the break point(s) and discount(s):  | | | |

General Information: Model, Unit, & Options Prices  
Maintenance prices shall include delivery, installation, electrical hook-up, testing, operator training and initial supplies.

Part #	Description	MSRP	Discount	Price	Notes
4094501	Machine 140 Printer/Copier/Scanner/Fax (includes counts)	\$2,880	41.00%	\$1,560	
4688821	DF-502 (Automatic Document Feeder)	\$223	55.00%	\$82	
434712	DF-503 (Reversing Automatic Document Feeder)	\$1,275	47.00%	\$678	
4048821	DF-501 (Mount Kit - ADF Kit for DF-503)	\$85	56.00%	\$32	
453021	UC-504 (Automatic Duplex Unit)	\$220	53.00%	\$94	
4688730	OC-504 (Original Cover)	\$45	46.00%	\$24	
4688730	MB-501 (Multi Bypass Tray)	\$145	54.00%	\$67	
4682730	DF-701 (Desk - 3 Drawer Height)	\$207	32.00%	\$140	
400720	DF-702 (Desk - 2 Drawer Height)	\$122	33.00%	\$82	
4347120	DF-703 (Desk - Base Feed)	\$104	34.00%	\$69	
4688821	DF-502 (Paper Feed Unit - 275 lbs)	\$109	49.00%	\$57	
4688821	DF-503 (Job Separator)	\$165	59.00%	\$52	
4688821	DF-501 (Scan Tray)	\$41	41.00%	\$24	
1333801	EM-101 (Expanded Copier Memory Unit - 52MB)	\$65	51.00%	\$32	
4688731	EM-102 (Expanded Copier Memory Unit - 64MB)	\$65	52.00%	\$32	
4682472	Key Counter Attachment Kit (Legacy Models)	\$1	25.00%	\$0.75	
4682471	Key Counter Mount Kit 2 (Legacy Models Key Counter)	\$1	25.00%	\$0.75	
4688732	IC-205 (PCI Image Controller Card)	\$284	47.00%	\$150	
4688712	NC-202 (Network Interface Card)	\$203	47.00%	\$108	
4688822	84 MB Memory for IC-205	\$35	44.00%	\$22	
1333701	128MB Memory for IC-205	\$74	52.00%	\$35	
4688721	FC-505 (Fax Kit)	\$463	46.00%	\$250	

Maintenance Prices: Describe the maintenance plan available beyond the manufacturer's warranty. Extended maintenance pricing shall be on a cost per copy basis. If the cost per copy varies by monthly volume, provide all rates and corresponding copy volumes. Minimum monthly charges, if applicable, must be provided.

Part #	Description	MSRP	Discount	Price	Notes
	Monthly Pay for the copier volume	\$0.0243	27.17%	\$0.17	
	Service plans all inclusive				
	Include everything except paper and staples				

# Legacy Maintenance Pricing Only

## 050-1104 Copier and Multifunctional Digital Equipment Price Sheet

### GENERAL INFORMATION

Model Name: Bizhub 181

Model Number: 181

OEM Manufacturer: Konica Minolta

Manufacturing Status:  New,  Newly Manufactured,  Remanufactured

Year this model first introduced: 2007

Length of factory warranty: 90 Days

Manufacturer's recommended monthly volume for this unit: 40K

Manufacturer's rating for copies per minute (or band rate for fax): 18PPM

### SUPPLIES & PARTS INFORMATION

What is the PM cycle for this copier? 40K

Average/Estimated cost per PM service: Included in Maintenance

### Supplies & Parts Prices

Provide cost and average usage for the following items:

Part	Usage/Unit	MSRP	% Discount	Price
Heat Lamp	N/A			
Copy Lamp	N/A			
Drum Cleaning Blade	N/A			
Upper Fuser Roller	N/A			
Lower Fuser Roller	N/A			
Upper Cleaning Roller	N/A			
Lower Cleaning Roller	N/A			
Drum	N/A			
Supplies	Avg. Yield	MSRP	% Discount	Price
Toner	11K	\$80.00	19.00%	\$64.80
Developer	40K	\$130.00	19.00%	\$105.30
Drum (if applicable)	40K	\$120.00	19.00%	\$97.20
Staples	N/A	\$0.00	19.00%	\$0.00

Are greater volume discounts available for supplies or parts?  Yes  No

If yes, indicate the break point(s) and discount(s)

Part Number	Description	MSRP	% Discount	Price
A08E011	Bizhub 181 Printer/Copier/Scanner	\$ 2,860	50%	\$ 1,322
4532021	AD-504 (Automatic Duplex Unit)	\$ 200	53%	\$ 94
4880621	capacity	\$ 500	55%	\$ 224
4935107	OC-504 (Original Cover)	\$ 82	45%	\$ 45
434712	sheet capacity	\$ 1,275	48%	\$ 684
4048521	MK-501 (Mount Kit - ADF kit for DF-504)	\$ 90	55%	\$ 22
4882730	DK-701 (Desk - 3 drawer height)	\$ 207	38%	\$ 128
9100730	DK-702 (Desk - 2 drawer height)	\$ 180	35%	\$ 121
9A01730	DK-703 (Desk - Base Feet)	\$ 197	36%	\$ 101
4880621	PF-502 (Paper Feed Unit - 276 sheets)	\$ 218	49%	\$ 110
4887621	MP-50 (Multi Bypass Tray)	\$ 148	48%	\$ 75
4930621	JE-503 (Job Separator Tray)	\$ 160	52%	\$ 78
4880621	SF-501 (Shift Tray)	\$ 246	50%	\$ 119
A0CJWY1	unit for functions	\$ 450	47%	\$ 238
4823472	Key Counter Attachment Kit (thecon) (Legacy Konica)	\$ 81	26%	\$ 60
4823471	Key Counter Mount Kit 2 (Legacy Minolta key counter)	\$ 81	24%	\$ 61
A0CJWY1	503 Network Interface Card	\$ 600	52%	\$ 287
A0CJWY2	NC-503 Network Interface Card	\$ 285	47%	\$ 204
A0CJWY3	FK-506 Fax Kit	\$ 640	50%	\$ 321

Part Number	Description	MSRP	% Discount	Price
No Min	All Inclusive Maintenance	\$0.0254	30.31%	\$0.0177

### Maintenance Plans

Describe the maintenance plans available beyond the manufacturer's warranty. Extended maintenance pricing shall be on a cost per copy basis. If the cost per copy varies by monthly volume, provide all rates and corresponding copy volumes. Minimum monthly charges, if applicable, must be provided.



# Legacy Maintenance Pricing Only

**05V-1104 Copier and Multi-Functional Digital Equipment Price Sheet**

**GENERAL INFORMATION**

Model Name:

Model Number:

OEM Manufacturer:

Manufacturing Status:  New,  Newly Manufactured,  Remanufactured

Year this model first introduced:

Length of factory warranty:

Manufacturer's recommended monthly volume for this unit:

Manufacturer's rating for copies per minute (or baud rate for fax):

What is the PM cycle for this copier?

Average/Estimated cost per PM service:

**SUPPLIES & PARTS INFORMATION**

Supplies & Parts Prices

Part	Quantity	MSRP	% Discount	Price
Heat Lamp	480k	\$50.14	19.00%	\$40.61
Copy Lamp	480k	\$79.13	19.00%	\$64.10
Drum Cleaning Blade	120k	\$58.00	19.00%	\$46.98
Upper Fuser Roller	120k	\$99.00	19.00%	\$80.19
Lower Fuser Roller	120k	\$121.00	19.00%	\$98.01
Upper Cleaning Roller	120k	\$44.00	19.00%	\$35.64
Lower Cleaning Roller	N/A			
Drum	240k	\$272.00	19.00%	\$220.32
Toner	32200	\$115.00	19.00%	\$94.00
Developer	250000	\$218.00	19.00%	\$178.00
Staples	15000	\$52.00	19.00%	\$43.00
Staples	6000	\$70.00	19.00%	\$57.00

Are greater volume discounts available for supplies or parts?  Yes  No

If yes, indicate the break point(s) and discount(s)

**Copier/Fax/Multi-Functional Unit & Options Prices**

MSRP Price includes factory-installed copy, electrical hook-up, testing, operator training and initial supplies.

Part Number	Description	MSRP	% Discount	Price
420E	BIZhub 420 Digital Printer/Copier/Scanner (Includes EDH)	\$9,720.00	40.00%	\$5,915.00
500E	BIZhub 500 Digital Printer/Copier/Scanner (Includes EDH)	\$13,500.00	40.00%	\$7,965.00
19AA	LU-201 Large Capacity Unit (2,000 sheets)	\$1,380.00	49.00%	\$714.00
4081212	PC-802, 800 Sheet Universal Cassette 2 for Bizhub 420/500/502, 800 Sheet Universal Cassette 2 for all others	\$1,070.00	38.00%	\$661.00
4081317	PC-402 Large Capacity Cabinet (Letter, 2,500-sheet drawer)	\$1,260.00	43.00%	\$711.00
4348011	DTK-501 Desktop/Single Drawer	\$1,590.00	35.00%	\$1,029.00
4348812	FB-610 Base Finisher	\$1,500.00	46.00%	\$801.00
4347711	JB-502 Job Separator	\$1,500.00	46.00%	\$801.00
4321812	FB-811 Conclude Finisher	\$2,850.00	52.00%	\$1,345.00
19FA	RU-502 Relay Unit for FS-511	\$290.00	45.00%	\$158.00
4328241	OT-501 Output Tray	50	49.00%	\$25.00
19DA	OT-501 Output Tray Required for Job Separator AS-202	150	49.00%	\$76.00
4319712	MT-501 Main Unit	1,000	43.00%	\$563.00
4312812	FU-501 Finish Unit	500	42.00%	\$290.00
4311811	SD-502 Sheet Sizer/KI	1,200	45.00%	\$783.00
19AE	HD-505 40 GB Hard Disk Drive	680	44.00%	\$434.00
19LA	IC-204 Image Controller	1,000	48.00%	\$512.00
19LB	MLK-708 Mount Kit for FK-502	200	43.00%	\$131.00
4314508	SP-501 Stamp Unit	800	35.00%	\$516.00
		48	51.00%	\$22.00

**Maintenance Plans**

Describe the maintenance plans available beyond the manufacturer's warranty. Extended maintenance pricing shall be on a cost per copy basis. If the cost per copy varies by monthly volume, provide all rates and corresponding copy volumes. Minimum monthly charges, if applicable, must be provided.

Length of Plan	Description	Cost per Copy	% Discount	Price
No minimum	Only Pay for the copies you make Service plans all inclusive Include everything except paper and staples	\$0.0197	65.99%	\$0.0067

# Legacy Maintenance Pricing Only

## 05M-1104 Copier and Multifunctional Digital Equipment Price Sheet

### GENERAL INFORMATION

Model Name: Bizhub  
 Model Number: 600/750  
 OEM Manufacturer: Konica Minolta  
 Manufacturing Status:  New,  Newly Manufactured,  Remanufactured  
 Year this model first introduced: 2005  
 Length of factory warranty: 90 Day  
 Manufacturer's recommended monthly volume for this unit: 300K  
 Manufacturer's rating for copies per minute (or baud rate for fax): 60/75 ppm

### SUPPLIES & PARTS INFORMATION

What is the PM cycle for this copier? 250K  
 Average/Estimated cost per PM service / \$500

### Supplies & Parts Prices

Provide cost and average discount for the following items

Part	Unit/Make	MSRP	% Discount	Price \$
Heat Lamp	1000k	\$88.87	19.00%	\$71.98
Copy Lamp	5000k	\$105.50	19.00%	\$85.46
Drum Cleaning Blade	250k	\$56.09	19.00%	\$45.43
Upper Fuser Roller	500k	\$504.10	19.00%	\$408.32
Lower Fuser Roller	500k	\$225.19	19.00%	\$182.40
Upper Cleaning Roller	N/A			
Lower Cleaning Roller	N/A			
Drum	500k	\$450.00	19.00%	\$364.50
Supplies				MSRP's
Toner	55k	\$125.00	19.00%	\$100.24
Developer	250k	\$205.00	19.00%	\$164.39
Fuser (if applicable)	15k	\$52.00	19.00%	\$42.12
Staples				

Are greater volume discounts available for supplies or parts?  Yes,  No

If yes, indicate the break point(s) and discount(s) N/A

## Copier/Fax/Multifunctional Unit & Options Prices

Minimum prices that include delivery, installation, electrical hook-up, training, 90-day training and initial support.

Part Number	Description	MSRP	% Discount	Price	Volume
87BE	Bizhub 600	\$19,980	56%	\$9,725	\$9,725
87AE	Bizhub 750	\$28,900	59%	\$10,989	\$10,989
151T	11L-101 Lg. Capacity Cassette (K ahead letter product)	2,000	47%	\$1,058	1,058
161K	11L-102 Lg. Capacity Cassette (K ahead to 12 x 18)	3,000	49%	\$1,553	1,553
161M	FR 602 Advanced Folding Printer	4,900	50%	\$2,252	2,252
161K	FR-504 Multi-Steping Printer (up to 50 sheets)	2,850	50%	\$1,426	1,426
161P	FR-501 Multi-Step Printer	800	54%	\$369	369
161F	PK-801 (Multi-Page Inserter)	1,000	48%	\$516	516
161B	PK-805 (Photo ID)	750	49%	\$383	383
1900W	ZL-1022 (Print and 2-fold unit)	4,850	42%	\$2,854	2,854
191L	HP-500 (HDD for 1-kg)	800	49%	\$408	408
191B	IC-202 Print Controller	2,900	49%	\$1,430	1,430
191B	FR-502 Super G3 Fax Board	800	50%	\$394	394
191Y	MK-701 Mount Kit	250	44%	\$138	138
191Q	MK-701 Local Interface Kit	150	8%	\$138	138

### Maintenance Plans

Describe the maintenance plans available beyond the manufacturer's warranty. Expanded maintenance pricing shall be on a cost per copy basis. If the cost per copy varies by monthly volume, provide all rates and corresponding copy volumes. Minimum monthly charges, if applicable, must be provided.

Length of Plan	Description	MSRP	% Discount	Price
No minimum	Only pay for the copies you make	\$0.0131	51.15%	\$0.0064
	Service plans all inclusive			
	include everything except paper and staples			





# Legacy Maintenance Pricing Only

## 05M-1104 Copier and Multifunctional Digital Equipment Price Sheet

### GENERAL INFORMATION

Model Name:

Model Number:

OEM Manufacturer:

Manufacturing Status:  New,  Newly Manufactured,  Remanufactured

Year this model first introduced:

Length of factory warranty:

Manufacturer's recommended monthly volume for this unit:

Manufacturer's rating for copies per minute (or baud rate for fax):

### SUPPLIES & PARTS INFORMATION

What is the PM cycle for this copier?

Average/Estimated cost per PM service:

### Supplies & Parts Prices

Part	Quantity	Unit Price	% Discount	Price
Heat Lamp	30000000	\$75.00	19.00%	\$60.75
Copy Lamp	N/A			
Drum Cleaning Blade	750k	\$94.00	19.00%	\$76.14
Upper Fuser Roller	1500000	\$432.00	19.00%	\$349.92
Lower Fuser Roller	1500000	\$476.00	19.00%	\$385.56
Upper Cleaning Roller	N/A			
Lower Cleaning Roller	750k	\$160.00	19.00%	\$129.60
Drum	1000000	\$450.00	19.00%	\$364.50
Supplies	Avg. Yield	Price	% Discount	Price
Toner	80k	\$122.00	19.00%	\$97.83
Developer	1500000	\$374.00	19.00%	\$299.91
Fuser (if applicable)	N/A			
Staples	25k	\$135.00	19.00%	\$109.35

Are greater volume discounts available for supplies or parts?  Yes  No

If yes, indicate the break point(s) and discount(s)

## Copier/Fax/Multifunctional Unit & Options Prices

4 have prices shall include delivery, installation, electrical hook-up, training, operator training

Part Number	Description	PSRP's % Discount	PSRP's Price	MSRP's Price
664B	Bizhub PRO 1050	40%	\$87,000	\$145,000
664E	Bizhub 1050 P (Printer, only Version)	40.00%	\$92,610	152,500
189V	Memory for Internal Developer (8M-701)	42%	110	64
189A	Paper Feed Unit (2,000 sheet) (PF-701)	39%	4,000	3,072
194A	Staple Finisher (SF-403)	39%	4,000	4,118
194N	Sorter/Finisher (SD-501)	39%	20,000	15,140
184H	Mail Feed Unit (FB-501) (Punch, Fold, Post Sheet Inserter)	39%	17,000	10,295
184V	Large Capacity Stacker (LS-501)	34%	16,000	10,815
184W	Large Capacity Stacker (LS-502)	34%	16,000	10,815
184Z	Additional LS Clear Option (LC-301)	3%	600	776
189B	PS Kit for printer (PS-502)	39%	2,000	1,514

### Maintenance Plans

Describe the maintenance plans available beyond the manufacturer's warranty. Extended maintenance pricing shall be on a cost per copy basis. If the cost per copy varies by monthly volume, provide all rates and corresponding copy volumes. Minimum monthly charges, if applicable, must be provided.

Description	Price	% Discount	Price
No minimum	Only pay for the copies you make	47.50%	\$0.0042
	Service plans all inclusive		
	Include everything except repair and staples		

# Legacy Maintenance Pricing Only

## Multifunctional Digital Equipment Price Sheet

### GENERAL INFORMATION

Model Name: Bizhub C203/C253/C353

Model Number: C203/C253/C353

OEM Manufacturer: Konica Minolta

Manufacturing Status:  New

(Place X in Cell to indicate status)  Newly Manufactured

Remanufactured

Year this model first introduced: 2007

Length of factory warranty: 90 Day

Manufacturer's recommended monthly volume for this unit: 150K

Manufacturer's rating for copies per minute (or based rate for fax): 20ppm/25ppm/35ppm

### SUPPLIES & PARTS INFORMATION

What is the PM cycle for this copier? 150K

Average/Estimated cost per PM service: Included in Maintenance

### Supplies & Parts Prices

Provide cost and volume for the following parts:

Part	Unit of Measure	MSRP \$	% Discount	Price \$
Image Unit Black C353	120K	\$200.00	19.00%	\$162.00
Image Unit Color C353	90K	\$825.00	19.00%	\$668.25
Image Unit Black C253/C203	100K	\$200.00	19.00%	\$162.00
Image Unit Color C253/203	75K	\$825.00	19.00%	\$668.25
Toner Black C353	26K	\$60.00	19.00%	\$48.60
Toner Color C353	20K	\$125.00	19.00%	\$101.25
Toner Black C253/C203	24.5K	\$65.00	19.00%	\$52.65
Toner Color C253/C203	19K	\$140.00	19.00%	\$113.40
Supplies				
Fusing Unit	400K	\$700.00	19.00%	\$567.00
Konica Minolta Banner Paper (11.75 x 47.25)	200 sheets	\$120.00	17.50%	\$99.00

Are greater volume discounts available for supplies or parts?  Yes  No

If yes, indicate the break point(s) and discount(s):

## Copier/Fax/Multifunctional Unit & Options Prices

Prices include delivery, installation, electrical, job setup, training, and in-house support.

Part Number	Description	MSRP \$	% Discount	Price \$
AR2E010	Base Unit C353 (350ppm)	\$ 12,985	53.86%	\$ 6,082
AR2E011	Base Unit C253 (247ppm)	\$ 10,318	54.55%	\$ 4,688
AR2E012	Base Unit C203 (190ppm)	\$ 9,168	53.46%	\$ 4,265
AD09W10	CC-907 Original Cover	\$ 84	48.81%	\$ 43
AD1H0W0	DF-811 Reversing Automatic Document Feeder	\$ 1,485	38.84%	\$ 896
AD03010	PC-405 Large Capacity Cassette (2,500 sheets)	\$ 1,240	40.16%	\$ 754
AD03011	PC-204 600 x 2 Paper Feed Cabinet	\$ 1,070	40.19%	\$ 640
AD03012	PC-104 600 x 1 Paper Feed Cabinet	\$ 820	40.12%	\$ 491
AD03013	DK-504 Copy Desk	\$ 109	39.70%	\$ 66
AD03014	JS-505 Job Separator Tray	\$ 449	48.33%	\$ 232
AD1G0Y1	FS-819 Base Finisher for C353/C253/C203	\$ 1,560	47.61%	\$ 812
AD1G0Y2	MT-502 Mailbox Kit for FS-819	\$ 1,000	46.30%	\$ 537
AD02040	OT-002 Additional Output Tray for FS-819	\$ 90	48.00%	\$ 47
AD1H0Y1	PK-819 270-Hole Punch Kit for FS-819	\$ 600	46.20%	\$ 326
AD1H0Y2	SD-305 Saddle Finisher Kit for FS-819	\$ 1,340	49.19%	\$ 691
AD1L0	PK-502 Super G3 Fax Board	\$ 600	37.50%	\$ 384
AD0C0Y0	MR-711 Option Mount Kit (Box Type)	\$ 190	20.53%	\$ 151
AD0B014	ML-501 Fax Multi-Line	\$ 300	34.33%	\$ 197
AD14008	SP-501 Stamp Unit	\$ 48	51.11%	\$ 23
AD14011	Square TX Marker Stamp 2	\$ 26	52.00%	\$ 12
AD09M10	AJ-101 Biometric Authentication Unit	\$ 600	42.35%	\$ 346
AD0E0Y0	SK-603 USB Host Kit - Local Interface Kit	\$ 190	38.33%	\$ 111
AD0C0Y1	MR-711 Option Mount Kit (Box Type)	\$ 190	20.53%	\$ 151
AD0C0Y2	MR-713 Barium Paper Guide	\$ 700	39.47%	\$ 426
AD09S08	SA-504 Scan Accelerator Kit	\$ 400	35.50%	\$ 258
AD09S11	SC-903 HDD Encryption Kit	\$ 490	47.21%	\$ 257
AD0Z0W0	WT-502 Working Table	\$ 100	48.00%	\$ 52
AD02401	Key Counter Attachment Kit (Legacy Minolta)	\$ 81	24.69%	\$ 61
AD02402	Key Counter Attachment Kit (Newer) (Legacy Minolta)	\$ 81	24.69%	\$ 61

### Maintenance Plans

Describe the maintenance plans available beyond the manufacturer's warranty. Extended maintenance pricing shall be on a cost per copy basis. If the cost per copy varies by monthly volume, provide all rates and corresponding copy volumes. Minimum monthly charges, if applicable, must be provided.

Language/Plan	Description	MSRP \$	% Discount	Price \$
No Min	All Inclusive Color	\$0.12	37.50%	\$ 0.075
	All Inclusive B&W	\$0.02	40.00%	\$ 0.012

# Legacy Maintenance Pricing Only

## 05M-1104 Copier and Multifunctional Digital Equipment Price Sheet

### GENERAL INFORMATION

Model Name: Bizhub

Model Number: C250 color

OEM Manufacturer: Konica Minolta

Manufacturing Status:  New  
 Newly Manufactured  
 Remanufactured

Year this model first introduced: 2005

Length of factory warranty: 90 Day

Manufacturer's recommended monthly volume for this unit: 75k

Manufacturer's rating for copies per minute (or baud rate for fax): 2.5

### SUPPLIES & PARTS INFORMATION

What is the PM cycle for this copier? 60k

Average/Estimated cost per PM service: \$210

### Supplies & Parts Prices

Provide cost and average useful life for the following parts:

Part	Useful Life	MSRP \$	% Discount	Price \$
Heat Lamp	N/A	\$120.94	19.00%	\$97.88
Copy Lamp	N/A			
Drum Cleaning Blade	N/A			
Upper Fuser Roller	N/A			
Lower Fuser Roller	N/A			
Upper Cleaning Roller	N/A			
Lower Cleaning Roller	N/A			
Drum(s)	45k	\$495.00	19.00%	\$400.95
Supplies	Avg. Yield	MSRP \$	% Discount	Price \$
Toner	12k	\$95.00	19.00%	\$76.18
Black toner	20k	\$45.00	19.00%	\$36.45
Fuser (if applicable)	120k	\$265.00	19.00%	\$214.65
Staples	15k	\$52.00	19.00%	\$42.12

Are greater volume discounts available for supplies or parts?  Yes  No

If yes, indicate the break point(s) and discount(s) N/A

## Copier/Fax/Multifunctional Unit & Options Prices

Note: \*MSRP includes delivery, installation, electrical hook-up, testing, operator training and initial 720 pages

Part Number	Description	MSRP \$	Discount %	Price \$	MSRP \$	Discount %	Price \$
4008311	Bizhub C250 Color Printer/Copier/Scanner/Fax	\$8,988	31%	\$6,181	\$8,984		\$8,984
4008321	OC-001 Original Cover	50	50%	25	42		42
4008311	DF-001 Digital Document Feeder	1,455	39%	887	\$887		\$887
4008311	AP-000 (Duplex Unit)	455	34%	301	\$301		\$301
4008312	PC-100 (500 sheet universal cassette w/ storage)	625	41%	368	\$368		\$368
4008313	PC-200 (500 sheet universal cassette)	1,970	41%	1,141	\$633		\$633
4008313	PC-400 (2,500 sheet LCT)	1,200	41%	708	\$746		\$746
4008311	DF-002 (Copy Deck)	180	41%	104	\$118		\$118
4008312	FS-001 Single Finisher	1,800	34%	1,170	\$1,043		\$1,043
4008312	FS-002 Booklet Finisher	3,000	45%	1,650	\$1,658		\$1,658
4008312	JS-001 Job Separator Tray - (Option for FS-001)	200	45%	110	\$118		\$118
4014482	PK-001 20-Hole Punch Kit	925	48%	483	\$274		\$274
4008312	EX-700 Local I/F Kit (Parallel, USB 2.0)	150	39%	92	\$92		\$92
160B	FR-000 Super CD Fax Board	900	38%	564	\$594		\$594
4008311	MC-700 Mount Kit (Enhanced Option Connection Kit)	90	19%	73	\$73		\$73
4008311	MC-700 Mount Kit	100	23%	77	\$77		\$77

### Maintenance Plans

Describe the maintenance plans available beyond the manufacturer's warranty. Extended maintenance pricing shall be on a cost per copy basis. If the cost per copy varies by monthly volume, provide all rates and corresponding copy volumes. Minimum monthly charges, if applicable, must be provided.

Length of Plan	Description	Cost Per Copy	Discount %	Price \$
No minimum	Only Pay for the copies you make			
	Service plans all inclusive			
	Include everything except paper and staples			
	Color Prints			\$0.0800
	Black & White			\$0.0126



# Legacy Maintenance Pricing Only

05M1104 Copier and Multifunctional Digital Equipment Price Sheet

## GENERAL INFORMATION

Model Name:

Model Number:

Model Manufacturer:

Manufacturing Status:  New  Remanufactured

Year this model first introduced:

Length of factory warranty:

Manufacturer's recommended monthly volume for this unit:

Manufacturer's rating for copies per minute (or baud rate for fax):

## SUPPLIES & PARTS INFORMATION

What is the PM cycle for this copier?

Average/Estimated cost per PM service:

## Supplies & Parts Prices

Provide only items used for this model and any parts

Part	Unit	MSRP \$	% Discount	MSRP \$
Heat Lamp	N/A			
Copy Lamp	5000000	\$120.84	19.00%	\$97.88
Drum Cleaning Blade	N/A			
Upper Fuser Roller	N/A			
Lower Fuser Roller	N/A			
Upper Cleaning Roller	N/A			
Lower Cleaning Roller	N/A			
Drum	50k	\$532.00	9.00%	\$430.92
Staples	300k	\$66.00	19.00%	\$52.93
Developer	300k	\$600.00	19.00%	\$481.14
Fuser (if applicable)	15k	\$52.00	19.00%	\$41.70
Staples				

Are greater volume discounts available for supplies or parts?  Yes  No

If yes, indicate the break point(s) and discount(s)

05M1104 Copier and Multifunctional Unit & Options Prices

Minimum prices are for fide delivery, installation, electrical hook-up, setting, operator training and initial supplies

Part Number	Description	MSRP \$	% Discount	MSRP \$
4007311	Bizhub C450	\$10,030	35%	\$6,519.50
400811	DF-401 Duplexing Document Feeder	1,485	38%	929.10
401112	PC-102 500 Sheet Universal Cassette with Storage	826	47%	437.38
401212	PC-202 3000 Sheet Universal Cassette x2	1,070	42%	620.14
401913	PC-402 2500 Sheet Large Capacity Tray	1,280	61%	486.56
401801	DK-501 Copy Deck	186	38%	117.92
4033712	FR-603 Booklet Finisher	3,000	48%	1,560.00
4033712	FR-607 Staple Finisher	2,115	34%	1,383.75
4014452	PC-501 25-Hole Punch Kit	525	48%	272.25
4035712	J8-801 Job Separator Tray - (Option for FR-601)	225	49%	112.28
4023401	Mechanical Counter	31	81%	6.15
4023472	Key Counter Attachment Kit (Legacy Konica)	81	28%	58.28
4099232	Copy Vendor Kit	40	37%	25.60
4099372	EPF-702 Local IP Kit (Parallel, USB 2.0)	180	38%	111.60
4099391	EPF-502 Super G3 Fax Board	660	38%	414.00
4099401	EPF-102 Enhanced Option Connection	80	33%	53.60
4099412	EPF-704 Mount Kit	100	23%	77.00
4099422	PC-402 Embedded EPF Flyer Contributor	3,990	24%	3,031.80
4099432	EPF-502 IP Kit for C402	285	27%	208.95
4099442	EPF Impose Version 2.2.5 (EPF G3)	2,500	31%	1,725.00
4099452	EPF Secure Erase	620	33%	413.40
4099462	Hold Folders	625	33%	415.75
4099472	Auto Trap	825	33%	542.25
4099482	EPF-100 Flyer Demolisher	1,000	51%	485.00
4099492	EPF Color Printer Kit: ES-1000 Color Speech/Scanner	2,000	39%	1,220.00
4099502	EPF-301 Vendor IP Kit for Jamar	48	37%	30.54
4099512	Mechanical Counter	31	81%	6.15

## Maintenance Plans

Describe the maintenance plans available beyond the manufacturer's warranty. Extended maintenance pricing shall be on a cost per copy basis. If the cost per copy varies by monthly volume, provide all rates and corresponding copy volumes. Minimum monthly charges, if applicable, must be provided.

Length of Plan	Description	Cost per % Discount	MSRP \$
No minimum	Only pay for the copies you make		
	Service plans all inclusive		
	Include everything except paper and staples		
	Color Prints		\$0.0700
	Black & White		\$0.0100



# Legacy Maintenance Pricing Only

058-1104 Copier and Multifunctional Digital Equipment Price Sheet

### GENERAL INFORMATION

Model Name:

Model Number:

OEM Manufacturer:

Manufacturing Status:  New,  Newly Manufactured,  Remanufactured

Year this model first introduced:

Length of factory warranty:

Manufacturer's recommended monthly volume for this unit:

Manufacturer's rating for copies per minute (or based rate for fax): 45ppm Color & 55 ppm B&W

### SUPPLIES & PARTS INFORMATION

What is the PM cycle for this copier?

Average/Estimated cost per PM service:  Included in Maintenance

### Supplies & Parts Pricing

Part	MSRP \$	% Discount	Price \$
Heat Lamp	N/A		
Copy Lamp	N/A		
Drum Cleaning Blade	N/A		
Upper Fuser Roller	N/A		
Lower Fuser Roller	N/A		
Upper Cleaning Roller	N/A		
Imaging Unit Color	100K	19.00%	\$860.00
Imaging Unit Black	300K	19.00%	\$500.00

Supplies	MSRP \$	% Discount	Price \$
Toner Black	45K	19.00%	\$77.00
Toner Color	27K	19.00%	\$162.00
Fuser (if applicable)	300K	19.00%	\$600.00

Are greater volume discounts available for supplies or parts?  Yes  No

If yes, indicate the break point(s) and discount(s)

Copier/Fax/Multifunctional Unit & Options Prices

Part Number	Description	MSRP \$	% Discount	Price \$
A008910	Bizhub C550 Copier/Printer/Scanner	\$ 31,858	58%	\$ 9,984
A011000	DF-811 Reversing Automatic Document Feeder	\$ 1,468	39%	\$ 896
A030071	LU-301 Large Capacity Unit (3,000 letter sheets)	\$ 1,600	45%	\$ 872
A028000	OT-603 Output Tray Unit (Est. 1yr)	\$ 160	44%	\$ 56
A070000	FS-617 80 Sheet Staple Finisher	\$ 2,230	37%	\$ 1,398
A070000	FS-608 Staddle Finisher	\$ 3,880	43%	\$ 2,191
A070000	PI-003 Post Inspector for FS-617/FS-608	\$ 1,000	48%	\$ 521
AM05011	608L FS-630	\$ 775	48%	\$ 400
161LB	FK-502 Super G3 Fax Board	\$ 860	38%	\$ 538
4E06414	MU-501 Fax Multi-Line	\$ 360	34%	\$ 197
4614608	SP-501 Stamp Unit	\$ 45	52%	\$ 21
4614611	Spare TX Member Stamp 2	\$ 25	55%	\$ 11
A070000	IC-406 Image Controller (EFI Finery Controller)	\$ 3,980	24%	\$ 3,009
A091000	VA-504 Video Interface Kit for IC-406	\$ 265	26%	\$ 195
7E40000311	EFI Secure Erase	\$ 825	34%	\$ 546
7E40000312	EFI Hot Folders	\$ 825	34%	\$ 546
7E40000313	EFI Auto Trap	\$ 825	34%	\$ 546
7E40000322	EFI Impose V2.5 for IC-300/IC-406/IC-408	\$ 2,900	32%	\$ 1,954
7E40000314	ES-1000 Spectrophotometer V 2.0	\$ 1,300	32%	\$ 884
7E40000333	EFI Color Profiler Suite V2.0 w/ES-1000	\$ 3,200	39%	\$ 1,956
7E40000188	ED-100 Finery Digitalizer	\$ 1,000	51%	\$ 495
4E95388	SA-501 Scan Accelerator Kit	\$ 400	35%	\$ 257
4E95441	SC-503 HDD Encryption Kit	\$ 430	47%	\$ 226
A070000	WT-502 Working Table	\$ 100	49%	\$ 51
A090000	FK-602 USB Host Board (Local Interface Kit)	\$ 180	38%	\$ 111
A090000	AU-101 Biometric Authentication Unit	\$ 880	42%	\$ 480
4E23472	Key Counter Attachment Kit (Legacy Konica)	\$ 81	29%	\$ 60
4E23481	Key Counter Attachment Kit (Legacy Minolta)	\$ 81	26%	\$ 60

### Maintenance Plans

Describe the maintenance plans available beyond the manufacturer's warranty. Extended maintenance pricing shall be on a cost per copy basis. If the cost per copy varies by monthly volume, provide all rates and corresponding copy volumes. Minimum monthly charges, if applicable, must be provided.

Month of Plan	Description	MSRP \$	% Discount	Price \$
No Mo	All Inclusive Color	\$0.09	44.44%	\$0.0500
No Mo	All Inclusive Black	\$0.02	25.00%	\$0.0150



# Legacy Maintenance Pricing Only

058-1104 Copier and Multifunctional Digital Equipment Price Sheet

**GENERAL INFORMATION**

Model Name: Bizhub C5500 / **C5501**

Model Number: **C5500**

OEM Manufacturer: **Konica Minolta**

Manufacturing Status:  New,  Newly Manufactured,  Remanufactured

Year this model first introduced: **2007**

Length of factory warranty: **90 Days**

Manufacturer's recommended monthly volume for this unit: **150K**

Manufacturer's rating for copies per minute (or band rate for fax): **55ppm**

**SUPPLIES & PARTS INFORMATION**

What is the PM cycle for this copier? **150K**

Average/Estimated cost per PM service: **Included in Maintenance**

**Supplies & Parts Prices**

Provide cost and volume available for the following items:

Part	Unit/Qty	MSRP \$	% Discount	MSRP \$
Heat Lamp	N/A			
Copy Lamp	N/A			
Drum Cleaning Blade	N/A			
Upper Fuser Roller	N/A			
Lower Fuser Roller	N/A			
Upper Cleaning Roller	N/A			
Lower Cleaning Roller	N/A			
Drum	200K	\$395.00	19.00%	\$319.95

Supplies	Unit/Qty	MSRP \$	% Discount	MSRP \$
Toner (Black)	35K	\$60.00	19.00%	\$48.60
Toner (Cyan, Magenta, Yellow)	24K	\$114.00	19.00%	\$92.34
Developer (Black)	150K	\$108.00	19.00%	\$87.48
Developer (Cyan, Magenta, Yellow)	150K	\$325.00	19.00%	\$263.25

Are greater volume discounts available for supplies or parts?  Yes  No

If yes, indicate the break point(s) and discount(s)

Copier/Fax/Multifunctional Unit & Options Prices

MSRP \$ % Discount MSRP \$

Part Number	Description	MSRP \$	% Discount	MSRP \$
A087010	Bizhub PRO C5500 Printer/Copier/Scanner	\$ 38,000	56%	\$ 17,274
A082010	OC-500 Original Cover	\$ 100	48%	\$ 93
A082010	DF-608 Reversing Auto Document Feeder	\$ 1,800	54%	\$ 823
A041010	HT-603 Dehumidifier Heater for LU-202	\$ 1,200	53%	\$ 562
A031010	LU-202 (LOT) - empty version	\$ 3,200	55%	\$ 1,456
A031010	FE-520 Staple Finisher	\$ 2,850	48%	\$ 1,493
A040010	FE-507 Booklet Finisher	\$ 4,900	57%	\$ 2,059
A043010	OT-502 Output Tray for Bizhub PRO C5500/C5500	\$ 620	53%	\$ 290
A041010	900, FE-520	\$ 775	48%	\$ 400
A041010	PI-602 Cover Insert for FE-507, FE-520	\$ 1,045	48%	\$ 539
A031010	HD-508 4 X 40GB Hard Drive (all included in kit)	\$ 2,000	48%	\$ 1,032
A030010	IC-408 (EFI Embedded Controller)	\$ 7,600	44%	\$ 4,277
764000233	EFI Color Printer Suite V2.0 w/EB-1000	\$ 3,100	39%	\$ 1,956
764000434	EB-1000 Spectrophotometer V2.0	\$ 1,300	32%	\$ 884
764000287	EFI Service Tools	\$ 825	40%	\$ 493
764000288	EFI Hot Rollers and Visual Printers for IC-408	\$ 825	40%	\$ 493
764000289	EFI AutoTrap	\$ 2,600	34%	\$ 1,684
764000223	EFI Impose V2.6 for IC-503 / IC-408 / IC-409	\$ 395	33%	\$ 265
764000284	512 MB Memory Upgrade for IC-408	\$ 395	33%	\$ 265

**Maintenance Plans**

Describe the maintenance plans available beyond the manufacturer's warranty. Extended maintenance pricing shall be on a cost per copy basis. If the cost per copy varies by monthly volume, provide all rebates and corresponding copy volumes. Minimum monthly charges, if applicable, must be provided.

Length of Plan	Description	Cost per Copy	Discount	MSRP \$
No Min	All Inclusive Maintenance (Color)	\$ 0.090	44%	\$ 0.050
	All Inclusive Maintenance (Black)	\$ 0.020	25%	\$ 0.015
	All Service contracts include staples			

# Legacy Maintenance Pricing Only

## 05M-1104 Copier and Multifunctional Digital Equipment Price Sheet

### GENERAL INFORMATION

Model Name: Bizhub C6500 Entry

Model Number: Bizhub C6500 / C-6501

OEM Manufacturer: Konica Minolta

Manufacturing Status:  New,  Newly Manufactured,  Remanufactured

Year this model first introduced: 2007

Length of factory warranty: 90 Days

Manufacturer's recommended monthly volume for this unit: 200K

Manufacturer's rating for copies per minute (or baud rate for fax): 65 ppm

### SUPPLIES & PARTS INFORMATION

What is the PM cycle for this copier? 200K

Average/Estimated cost per PM service: Included in Maintenance

### Supplies & Parts Prices

Provides cost and average life of the following parts:

Part	Usable Life	MSRP's	% Discount	Unit's	Notes
Heat Lamp	N/A				
Copy Lamp	N/A				
Drum Cleaning Blade	N/A				
Upper Fuser Roller	N/A				
Lower Fuser Roller	N/A				
Upper Cleaning Roller	N/A				
Lower Cleaning Roller	N/A				
Drum	200K	\$395.00	19.00%		\$319.95
Supplies					
	Qty. Used	MSRP's	% Discount	Notes	
Toner (Black)	35K	\$60.00	19.00%		\$48.60
Toner (Cyan, Magenta, Yellow)	24K	\$114.00	19.00%		\$92.34
Developer (Black)	200K	\$108.00	19.00%		\$87.48
Developer (Cyan, Magenta, Yellow)	200K	\$325.00	19.00%		\$263.25

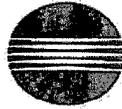
Are greater volume discounts available for supplies or parts?  Yes  No

If yes, indicate the break point(s) and discount(s)

Part Number	Description	MSRP's	% Discount	Unit's	Notes
A031010	Business PRO Color Printer/Scanner	\$ 45,600	54%	\$ 20,649	
A042010	OC-500 Original Cover	\$ 180	48%	\$ 83	
A053010	OC-500 Reman. Auto Document Feeder	\$ 1,800	54%	\$ 823	
A064010	LU-302 (LC7) - entry version	\$ 3,200	55%	\$ 1,456	
A075010	HT-903 Deluxe Roller Heater Set (LH-303)	\$ 1,200	53%	\$ 562	
A086010	PT-401 Paper Feed Unit	\$ 5,000	47%	\$ 2,655	
A097010	HT-504 Drum/Transfer Roller (PT-401)	\$ 1,800	53%	\$ 859	
A108010	HT-502 Output Tray for bizhub PRO C5500/C6500	\$ 820	53%	\$ 390	
A119010	FR-907 Booklet Printer	\$ 4,800	57%	\$ 2,059	
A130010	FR-300 Single Finisher	\$ 2,860	48%	\$ 1,363	
A141010	FR-312 3D Hole Punch (FR-317, FR-497, FR-408, FR-300)	\$ 775	48%	\$ 369	
A152010	FR-302 Cover Inserter for FR-407, FR-450	\$ 1,045	48%	\$ 509	
A163010	MS-500 A4 4000 Used Drum (not included in kit)	\$ 2,000	48%	\$ 960	
A174010	IC-305 EPI 9400 External Controller	\$ 23,000	52%	\$ 11,119	
A185010	IC-400 EPI Embedded Controller	\$ 7,800	44%	\$ 4,377	
A196010	IC-504 Color DFE External Controller	\$ 28,500	45%	\$ 14,577	
A207010	Graphic Arts Prepress (GA-1) for IC-303	\$ 3,200	39%	\$ 1,948	
A218010	Graphic Arts Prepress Station (GA-2) for IC-303	\$ 7,200	37%	\$ 4,537	
A229010	Graphic Arts Prepress Upgrade (GA-1 to GA-2) for IC-303	\$ 4,000	37%	\$ 2,524	
A240010	Production Print Package (PPP) for IC-303	\$ 7,765	36%	\$ 4,953	
A251010	EP-1000 Spectrophotometer V2.0	\$ 1,300	32%	\$ 884	
A262010	EPI Color Printer, Size 17.2" x 6.6" x 6.0"	\$ 3,300	39%	\$ 1,956	
A273010	EPI Color Printer, Size 17.2" x 6.6" x 6.0"	\$ 3,950	41%	\$ 2,134	
A284010	FRAG for IC-303	\$ 1,300	35%	\$ 875	
A295010	FACIM enable Dongle for IC-303	\$ 875	29%	\$ 612	
A306010	FRAG for Shared for IC-303/305	\$ 825	40%	\$ 493	
A317010	EPI Lens Kit	\$ 625	40%	\$ 375	
A328010	EPI Main Fuser and Visual Printer for IC-400	\$ 625	40%	\$ 375	
A339010	EPI Main Fuser	\$ 625	40%	\$ 375	
A350010	EPI Impression V2.0 for IC-303/IC-400/IC-400	\$ 2,800	34%	\$ 1,854	
A361010	EPI Memory Upgrade for IC-400	\$ 395	33%	\$ 265	
A372010	WOD security kit for IC-303/305 (removable HDD)	\$ 1,200	36%	\$ 765	
A383010	FR200 V2.0 (100 MB) upgrade memory for IC-303/305	\$ 530	49%	\$ 265	
A394010	FR200 V2.0 (100 MB) upgrade memory for IC-303/305	\$ 515	49%	\$ 258	

Describe the maintenance plans available beyond the manufacturer's warranty. Extended maintenance pricing shall be on a cost per copy basis. If the cost per copy varies by monthly volume, provide all rates and corresponding copy volumes. Minimum monthly charges, if applicable, must be provided.

Part Number	Description	MSRP's	% Discount	Unit's	Notes
No Min	All Inclusive Maintenance (Color)	\$ 0,090	44%	\$ 0,050	
	All Inclusive Maintenance (Black)	\$ 0,020	25%	\$ 0,015	
	All Service contracts include staples				



KONICA MINOLTA

**RFP 10I-0930**

**11-15-2010**

**BAFO**

**Legacy Maintenance Pricing  
(Tier 2)**

**NON Listed KMBS installs**

**&**

**NON Konica Minolta**

**Copier Products**

**The essentials of imaging**

**KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC. 4730 N 16<sup>th</sup> St • Phoenix, AZ 85016 • Tel:  
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<http://kmbs.konicaminolta.us>

**KONICA MINOLTA BUSINESS SOLUTIONS**

REP 101-0930

November 15, 2010

Maintenance - Legacy Products

**Single Machine  
Volume/Month CPC**

1,000-3,000	\$0.0170
3,001-5,000	\$0.0160
5,001-10,000	\$0.0147
10,001-15,000	\$0.0135
15,001-25,000	\$0.0125
25,001-50,000	\$0.0091
50,001-75,000	\$0.0084
over 75,001	\$0.0078

**Multiple Machine - Combined Volumes  
Volume/Month CPC**

100,000-250,000	\$0.0125
250,001-500,000	\$0.0105
over 500,001	\$0.0074

This contract pricing is valid for Lanier, Konica, Minolta, Canon, Toshiba and Océ (narrow format) B&W digital copiers only. KMBS copiers installed prior to 2007  
**Color copies will be charged at .09 per copy**  
(Toner & Staples Included)

HUGHES-CALIHAN CORPORATION  
 RFP 05M-1104  
 November-05

OCE' 2090,2100,2105,2110,3090

Full Service Plan (Includes All  
 Maintenance, Parts, Labor)

YEAR 3    YEAR 4    YEAR 5

YEARS 1 & 2

ANNUAL VOLUME	CPC	OVERAGE*
480,000	0.0057	0.0055
720,000	0.0056	0.0054
1,200,000	0.0054	0.0052
1,440,000	0.0053	0.0051
2,400,000	0.0051	0.0049
4,800,000	0.0050	0.0048
6,000,000	0.0049	0.0047
9,000,000	0.0047	0.0045

0.0059	0.0061	0.0063
0.0057	0.0059	0.0061
0.0056	0.0058	0.0060
0.0054	0.0056	0.0058
0.0053	0.0055	0.0057
0.0052	0.0053	0.0055
0.0050	0.0052	0.0054
0.0049	0.0050	0.0052

Total Service Plan (Includes All  
 Maintenance, Parts, Labor &  
 Supplies, except paper

YEARS 1 & 2

YEAR 3    YEAR 4    YEAR 5

ANNUAL VOLUME	CPC	OVERAGE*
480,000	0.0069	0.0067
<del>720,000</del> 1,200,000	0.0067	0.0065
1,200,000	0.0066	0.0064
1,440,000	0.0064	0.0062
2,400,000	0.0063	0.0061
4,800,000	0.0061	0.0059
6,000,000	0.0060	0.0058
9,000,000	0.0059	0.0057

0.0071	0.0073	0.0076
0.0069	0.0071	0.0074
0.0068	0.0070	0.0073
0.0066	0.0068	0.0071
0.0065	0.0067	0.0069
0.0063	0.0065	0.0068
0.0062	0.0064	0.0066
0.0060	0.0062	0.0065

ADD \$.0002 FOR  
 NETWORKED EQUIP.

\*OVERAGES REMAIN THE SAME  
 FOR ALL CONTRACT YEARS

HUGHES-CALIHAN CORPORATION  
 RFP 05M-1104  
 November-05

OCE' 3165,2060,2065,2070

**Full Service Plan (Includes All Maintenance, Parts, Labor)**

**YEARS 1 & 2**      **YEAR 3**      **YEAR 4**      **YEAR 5**

ANNUAL VOLUME	CPC	OVERAGE*
480,000	0.0057	0.0055
720,000	0.0056	0.0054
1,200,000	0.0054	0.0052
1,440,000	0.0053	0.0051
2,400,000	0.0051	0.0049
4,800,000	0.0050	0.0048

0.0059	0.0061	0.0063
0.0057	0.0059	0.0061
0.0056	0.0058	0.0060
0.0054	0.0056	0.0058
0.0053	0.0055	0.0057
0.0052	0.0053	0.0055

**Total Service Plan (Includes All Maintenance, Parts, Labor & Supplies, except paper)**

**YEARS 1 & 2**

**YEAR 3**      **YEAR 4**      **YEAR 5**

ANNUAL VOLUME	CPC	OVERAGE*
480,000	0.0071	0.0069
720,000	0.0070	0.0068
1,200,000	0.0069	0.0067
1,440,000	0.0067	0.0065
2,400,000	0.0066	0.0064
4,800,000	0.0064	0.0062

0.0074	0.0076	0.0079
0.0072	0.0074	0.0077
0.0071	0.0073	0.0076
0.0069	0.0071	0.0074
0.0068	0.0070	0.0073
0.0066	0.0068	0.0071

**ADD \$.0003 FOR NETWORKED EQUIP.**

**\*OVERAGES REMAIN THE SAME FOR ALL CONTRACT YEARS**

HUGHES-CALIHAN CORPORATION  
 05M-HUGH-0126  
 Rev 3/08

RISO RZ220, EZ220, RZ310, RZ390,  
 RZ590, RZ990

Full Service Plan (Includes All  
 Maintenance, Parts, Labor)

ANNUAL VOLUME	YEARS 1 & 2		YEAR 3	YEAR 4	YEAR 5
	CPC	OVERAGE*			
100,000	0.0029	0.0027	0.0029	0.0030	0.0032
200,000	0.0028	0.0026	0.0029	0.0030	0.0031
500,000	0.0027	0.0025	0.0028	0.0029	0.0030
750,000	0.0026	0.0024	0.0027	0.0028	0.0029
1,000,000	0.0025	0.0023	0.0026	0.0027	0.0028

\*OVERAGES REMAIN THE SAME  
 FOR ALL CONTRACT YEARS

\$350.00 NETWORK INSTALL

HUGHES-CALIHAN CORPORATION  
 RFP 05M-1104  
 November-05

RISO MZ790

Full Service Plan (Includes All  
 Maintenance, Parts, Labor)

YEARS 1 & 2		YEAR 3	YEAR 4	YEAR 5
ANNUAL VOLUME	CPC			
100,000	0.0056	0.0057	0.0059	0.0061
200,000	0.0054	0.0056	0.0058	0.0060
500,000	0.0053	0.0054	0.0056	0.0058
750,000	0.0051	0.0053	0.0055	0.0057
1,000,000	0.0050	0.0052	0.0053	0.0055

ANNUAL VOLUME	CPC	OVERAGE*
100,000	0.0056	0.0054
200,000	0.0054	0.0052
500,000	0.0053	0.0051
750,000	0.0051	0.0049
1,000,000	0.0050	0.0048

\*OVERAGES REMAIN THE SAME  
 FOR ALL CONTRACT YEARS

\$350.00 NETWORK INSTALL

HUGHES-CALIHAN CORPORATION  
 RFP 05M-1104  
 November-05

RISO HC5000

Full Service Plan (Includes All  
 Maintenance, Parts, Labor)

YEARS 1 & 2		YEAR 3	YEAR 4	YEAR 5
ANNUAL VOLUME	CPC			
100,000	0.0096	0.0099	0.0102	0.0106
200,000	0.0094	0.0097	0.0100	0.0104
500,000	0.0093	0.0096	0.0099	0.0102
750,000	0.0091	0.0094	0.0097	0.0101
1,000,000	0.0090	0.0093	0.0095	0.0099

ANNUAL VOLUME	CPC	OVERAGE*
100,000	0.0096	0.0094
200,000	0.0094	0.0092
500,000	0.0093	0.0091
750,000	0.0091	0.0089
1,000,000	0.0090	0.0088

\*OVERAGES REMAIN THE SAME  
 FOR ALL CONTRACT YEARS

\$350.00 NETWORK INSTALL

HUGHES-CALIHAN CORPORATION  
 05M-HUGH-0126  
 Rev Mar 2008

RISO HC5500

Full Service Plan (includes All  
 Maintenance, Parts, Labor)

YEARS 1 & 2

YEAR 3    YEAR 4    YEAR 5

ANNUAL VOLUME	CPC	OVERAGE*
100,000 Minimum	0.0040	0.0040

0.0044    0.0045    0.0046

\*OVERAGES REMAIN THE SAME  
 FOR ALL CONTRACT YEARS

\$350.00 NETWORK INSTALL

**EXHIBIT B**

Mohave Educational Services Cooperative Contract No. 10I-KMBS-0127

Rate Sheet

[full rate sheet available upon request]

**Copier/Fax/Multifunctional Unit Prices**  
 Mohave prices shall include delivery, installation, electrical hook-up, testing, operator training and initial supplies.

Part Number Unit Description MSRP \$ % Discount Mohave \$

Contract Number 10i-KMBS-0127

Part Number	Unit Description	MSRP \$	% Discount	Mohave \$
A5C4011	<b>bizhub C224e</b>	\$9,980	80.28%	\$1,967.69 ✓
7670525506	Delivery Charge - Level 1	120	100.00%	-
7640018093	Basic Network Service - BNS03	260	100.00%	-
<b>DOCUMENT HANDLING OPTIONS: Select one</b>				
A3PMWY1	OC-511 Original Cover	94	70.79%	\$27.46
A3CFWY1	DF-624 Reverse Automatic Document Feeder	1,631	67.97%	\$522.47
A3CEWY1	DF-701 Single Pass Dual Scan Document Feeder	1,802	67.93%	\$577.89 ✓
A2XM013	PC-410 Large Capacity Cassette	1,402	71.81%	\$395.27 ✓
A2XMWY2	PC-210 2-way Paper Feed Cabinet	1,191	66.81%	\$395.23
A2XMWY1	PC-110 Paper Feed Cabinet	913	69.69%	\$276.76
7640017610	DK-510 Copy Desk	222	64.11%	\$79.67
<b>OUTPUT OPTIONS:</b>				
A2YVWY1	JS-506 Job Separator Tray	500	70.34%	\$148.31
A3EPWY1	FS-534 50-Sheet Stapling Finisher	1,855	67.01%	\$611.88 ✓
A2YUWY1	FS-533 Inner Finisher	1,553	69.58%	\$472.37
A3EUW11	PK-519 2/3 Hole Punch Unit (FS-533)	585	70.47%	\$172.74
A3ETW11	PK-520 2/3 Hole Punch Unit (FS-534)	586	70.70%	\$171.67
A3ERWY1	SD-511 Saddle Stitcher (FS-534)	1,450	66.47%	\$486.24
<b>FAX OPTIONS:</b>				
A4MF012	FK-511 Fax Kit	1,070	64.38%	\$381.08
4614506	SP-501 Fax Stamp Unit	48	76.94%	\$11.00
4614511	Spare TX Marker Stamp 2	27	77.36%	\$6.00
<b>I-OPTION ACCESSORIES:</b>				
A0PD01H	LK-101 v3 I-Option License Kit (Web Browser)	53	69.25%	\$16.30

AOPD016	PDF)	1,100	72.10%	\$	306.90
AOPD017	LK-104 v3 i-Option License Kit (Voice Guidance)	785	49.50%	\$	396.43
AOPD018	LK-105 v3 (Searchable PDF)	668	67.70%	\$	215.79
AOPD019	LK-106 i-Option License Kit (Bar Code Font)	821	49.50%	\$	414.61
AOPD01F	LK-107 i-Option License Kit (Unicode Font)	690	63.08%	\$	254.75
AOPD01G	LK-108 i-Option License Kit (OCR Font)	191	63.08%	\$	70.52
AOPD01J	Image Data)	1,500	63.08%	\$	553.80
AOPD01K	LK-111 i-Option License Kit (thinPrint Client Support)	250	63.08%	\$	92.30
7640017928	UK-204 i-Option Memory Upgrade Kit	290	63.00%	\$	107.30
<b>MISC. OPTIONS:</b>					
AOX9WY1	AU-102 Biometric Authentication Unit	947	70.53%	\$	279.00
7640005664	AU-201H HID Proximity Card Authentication Unit	423	89.60%	\$	44.00
7640008394	AU-202H iClass Card Reader	476	75.21%	\$	118.00
7640013468	AU-204H Mag Stripe Card Reader	423	73.72%	\$	111.15
A4MEWY1	MK-730 Banner paper Guide	846	70.80%	\$	247.02
A4NMWY1	MK-735 Mount Kit (IC Card Internal Mount Kit)	60	68.00%	\$	19.20
A4MJWY2	EK-606 Local USB Interface Kit	200	68.06%	\$	63.88
A4MKWY2	EK-607 Local USB Interface Kit	279	70.37%	\$	82.67
7640006869	External Keyboard	223	67.65%	\$	72.00
A64TWY1	KP-101 10-Key Pad	126	53.97%	\$	58.00
A4NRWY1	KH-102 Keyboard Holder	123	67.89%	\$	39.50
A0W4WY2	WT-506 Working Table	112	73.46%	\$	29.73
4623474	Key Counter Mount Kit 1 for Hecon Conventional Counter	86	72.09%	\$	24.00
7640005261	HID Proximity Cards - 10 pack	69	65.17%	\$	24.00
A4MMWY1	SC-508 Security Kit (Copy Guard/Password Protect)	1,225	70.48%	\$	361.57
7640014723	Innovolt Power Manager 15Amp	275	72.68%	\$	75.00

75.00

7640013463	CS-1 Convenience Stapler	317	75.55%	\$	77.49
A161192000	Stylus Pen for INFO-Palette Series	30	33.33%	\$	20.00
7640015657	btHub SECURE	250	0.00%	\$	250.00

Maintenance Plans

Two Optional Maintenance Plans are offered. (CPC or FLAT RATE)

Member has the FLEXIBILITY to select either the Cost per Copy Option or Member may select the Flat Rate Option (which ever is the most advantageous)

FLAT RATE OPTIONS (UNLIMITED B&W COPIES) do not include Color Copies. If applicable, color copies will be charged at the rates listed on the pricing below.

Basis of Plan	Description (include details as to what supplies, if any, are covered)	MSRP \$	% Discount	Member \$
Cost Per Copy	Color Prints Black & White	\$0.12 \$0.02	58.17% 53.20%	\$ 0.0502 \$ 0.0094
	Only Pay for the copies you make Service plans all inclusive includes all supplies (paper excluded)			
Monthly - Flat Fee	Black only (color excluded)	\$52.50	48.00%	\$ 27.30
Quarterly - Flat Fee	Black only (color excluded)	\$157.50	48.00%	\$ 81.90
Semi-Annual - Flat Fee	Black only (color excluded)	\$315.00	48.00%	\$ 163.80
Annual - Flat Fee	Black only (color excluded)	\$630.00	48.00%	\$ 327.60

CONSUMABLES

A33K130	TN-321K Toner Black (C364/C284/C224: 27K)
A33K430	TN-321C Toner Cyan (C364/C284/C224: 25K)
A33K330	TN-321M Toner Magenta (C364/C284/C224: 25K)
A33K230	TN-321Y Toner Yellow (C364/C284/C224: 25K)

Handwritten marks and signatures at the bottom of the page.

**Copier/Fax/Multifunctional Unit Prices**  
 Mohave prices shall include delivery, installation, electrical hook-up, testing, operator training and initial supplies.

Part Number	Unit Description	MSRP \$	% Discoun	Mohave \$
<b>Contract Number 10-KMBS-0127</b>				
<b>A2X1011</b>	<b>bizhub C654</b>	<b>\$32,828</b>	<b>80.70%</b>	<b>\$ 6,335.46</b>
7670525508	Delivery Charge - Level 3	400	100.00%	\$ -
7640018095	Basic Network Service - BNS05	500	100.00%	\$ -
<b>PAPER SUPPLY OPTIONS:</b>				
A0TJWY4	LU-204 Large Capacity Unit	3,339	73.63%	\$ 880.42
<b>OUTPUT OPTIONS:</b>				
A03NWW2	LU-301 Large Capacity Unit	1,781	69.79%	\$ 538.03
A2Y1WY1	FS-535 100-Sheet Stapling Finisher	3,020	65.56%	\$ 1,040.00
A2Y2WY1	SD-512 Saddle Sticher (FS-535)	1,670	61.64%	\$ 640.65
A2YRW11	PK-521 2/3 Hole Punch Unit (FS-535)	863	69.99%	\$ 259.00
A092WW1	OT-503 Output Tray	112	73.46%	\$ 29.73
A10CWY1	JS-602 Job Separator Tray (3rd Output Tray)	500	72.02%	\$ 140.00
A109W12	ZU-606 Z-Folding Unit (FS-535)	5,510	65.38%	\$ 1,907.57
A10AWY1	PI-605 Post Inserter for FS-526	1,113	70.26%	\$ 331.00
A3EPWY1	FS-534 50-Sheet Stapling Finisher	1,855	67.01%	\$ 611.88
A3ERWY1	SD-511 Saddle Sticher (FS-534)	1,450	66.47%	\$ 486.24
A3ETW11	PK-520 2/3 Hole Punch Unit (FS-534)	586	70.70%	\$ 171.67
<b>FAX / SCAN OPTIONS:</b>				
A4MF012	EK-511 Fax Kit	1,070	64.38%	\$ 381.08
4614506	SP-501 Fax Stamp Unit	48	76.94%	\$ 11.00
4614511	Spare TX Marker Stamp 2	27	77.36%	\$ 6.00
<b>PRINT CONTROLLER OPTIONS :</b>				
A4FRWY2	IC-414 Fiery Image Controller	4,158	51.83%	\$ 2,003.00

4623474	Key Counter Mount Kit: 1 for Hecon Conventional Counter	86	72.09%	\$	24.00
A0W4WY2	WT-506 Working Table	112	73.46%	\$	29.73

7640005261	HID Proximity Cards - 10 pack	69	65.17%	\$	24.00
A4MMWY1	SC-508 Security Kit (Copy Guard/Password Protect)	1,225	70.48%	\$	361.57
7640014724	Innovolt Power Manager 20Amp	306	74.21%	\$	79.00
7640013463	CS-1 Convenience Stapler	317	75.55%	\$	77.48
7640015657	bizhub SECURE	250	0.00%	\$	249.99

**Maintenance Plans**

Two Optional Maintenance Plans are offered. (CPC or FLAT RATE)

Member has the FLEXIBILITY to select either the Cost per Copy Option

or

Member may select the Flat Rate Option (which ever is the most advantageous) FLAT RATE OPTIONS (UNLIMITED B&W COPIES) do not include Color Copies. If applicable, color copies will be charged at the rates listed on the pricing below.

Basis of Plan	Description	MSRP \$	% Discoun	Monave \$
Cost Per Copy	(include details as to what supplies, if any, are covered)			
	All Inclusive Color	\$0.090	69%	\$ 0.0282
	All Inclusive Black	\$0.020	75%	\$ 0.0049
	Only Pay for the copies you make			
	Service plans all inclusive			
	includes all supplies (paper excluded)			
Monthly - Flat Fee		\$369.00	73%	\$ 99.61
Quarterly - Flat Fee		\$1,107.00	73%	\$ 298.83
Semi-Annual - Flat Fee		\$2,214.00	73%	\$ 597.67
Annual - Flat Fee		\$4,428.00	73%	\$ 1,195.34

## **EXHIBIT C**

Mohave Educational Services Cooperative Contract No. 10I-KMBS-0127

### **METHOD AND AMOUNT OF COMPENSATION**

Method of payment and amount of compensation is provided in the Mohave Education Services Cooperative Contract No. 10I-KMBS-0127.

### **NOT-TO-EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$49,999.

**EXHIBIT B**

Mohave Educational Services Cooperative Contract No. 101-KMBS-0127

Rate Sheet

[full rate sheet available upon request]

## **EXHIBIT C**

Mohave Educational Services Cooperative Contract No. 101-KMBS-0127

### **METHOD AND AMOUNT OF COMPENSATION**

Method of payment and amount of compensation is provided in the Mohave Education Services Cooperative Contract No. 101-KMBS-0127.

### **NOT-TO-EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$49,999.