

1 AGREEMENT TO PURCHASE THROUGH
2 COUNTY OF SAN BERNARDINO, CALIFORNIA
3 AGREEMENT 06-261

4 **29994**

5 THIS AGREEMENT is made and entered, in duplicate, as of March 1, 2007
6 for reference purposes only, pursuant to Resolution No. RES-07-0019 adopted by the City
7 Council of the City of Long Beach at its meeting held on February 13, 2007, by and
8 between KONICA MINOLTA BUSINESS SOLUTIONS USA, INC., whose address is 20000
9 Mariner Avenue, Suite 500, Torrance, California 90503 (“Contractor”), and the CITY OF
10 LONG BEACH, a municipal corporation (“City”).

11 WHEREAS, Section 1802 of the Long Beach City Charter permits the City
12 to participate in joint and cooperative purchasing of services, supplies, materials,
13 equipment, and labor with other cities, counties, districts, the State, the federal government
14 and other governmental agencies when authorized by a resolution; and

15 WHEREAS, the City desires to lease and maintain copiers and to purchase
16 copier supplies and equipment from Contractor; and

17 WHEREAS, the County of San Bernardino has an existing contract with
18 Contractor and other vendors for such goods and services under Agreement 06-261; and

19 WHEREAS, the City’s participation in the San Bernardino Contract will
20 facilitate acquisition of photocopier and related services as well as provide considerable
21 cost benefits to the City; and

22 WHEREAS, if the City had to go to formal bid rather than participate in the
23 San Bernardino Contract, considerably more funds would be required; and

24 WHEREAS, Resolution No. RES-07-0019 authorized the City to lease from
25 Contractor pursuant to Agreement 06-261 (the “County Contract”);

26 NOW, THEREFORE, in consideration of the mutual terms and conditions
27 contained herein and in the County Contract, the parties agree as follows:

- 28 1. The County Contract between the County and the Contractor is hereby

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

1 incorporated herein by this reference as is set forth fully herein, and a copy of the County
2 Contract is available for inspection or photocopying at the office of the City's Purchasing
3 Agent. The same terms and conditions contained in the County Contract shall be
4 applicable to this Agreement except as follows:

5 (a) Where the context so requires or indicates:

6 (i) References to the County of San Bernardino in the
7 County Contract shall mean the City;

8 (ii) References to the County Auditor shall mean the City Auditor;

9 (iii) References to any County or division shall mean the City;

10 (iv) References to Customer shall mean the City;

11 (v) References to the Chief Executive Officer shall mean the City's City
12 Manager;

13 (vi) References to the County Chief of Procurement shall mean the
14 City's Purchasing Agent;

15 (vii) References to the Director of General Services shall mean the
16 City's City Manager;

17 (viii) Reports which clearly refer to a County form need not be filed with
18 the City.

19 (b) Contractor shall furnish and deliver to the City copiers, copier supplies
20 and equipment, and maintenance for the copiers only as ordered by the City, not to exceed
21 \$137,500, plus 2% contingency per year. The City is under no obligation to order any
22 copiers, copier supplies and equipment, or maintenance from Contractor and the preceding
23 sentence is no guarantee of any such order. To the extent that the County Contract and
24 this Agreement are inconsistent, the following priority shall govern: (1) this Agreement, (2)
25 the County Contract.

26 2. Neither this Agreement nor any of the monies that become due to the
27 Contractor under the terms hereof may be assigned by the Contractor without the prior
28 written consent of the City's City Manager or designee.

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1 3. Any notices required under this Agreement shall be in writing and
2 personally delivered or deposited in the U.S. Postal Service, return receipt, addressed to
3 the Contractor at the address first stated above, and to the City at 333 West Ocean
4 Boulevard, Long Beach, California 90802 Attn: City Manager.

5 4. The provisions appearing on the back of the City's Purchase Order are
6 incorporated herein.

7 5. Contractor shall cooperate with the City in all matters relating to self-
8 accrual of use tax. Additional information regarding self-accrual is available from the City
9 on request.

10 6. The term of this Agreement shall begin on March 1, 2007 and shall end
11 on April 30, 2010 with an option to renew for two (2) additional one-year periods.

12 IN WITNESS WHEREOF, the parties have caused this document to be duly

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executed with all of the formalities required by law as of the first date stated above.

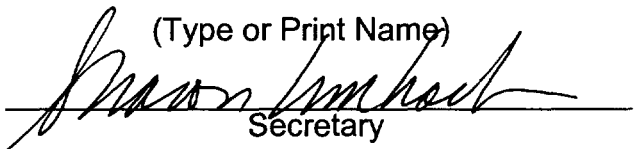
KONICA MINOLTA BUSINESS SOLUTIONS
USA, INC.

MARCH 7, 2007

By 
SE Vice President
Thomas E. Dillo

(Type or Print Name)

March 7, 2007

By 
Secretary
SHARON UMHOSFER
(Type or Print Name)

"Contractor"

CITY OF LONG BEACH, a municipal corporation

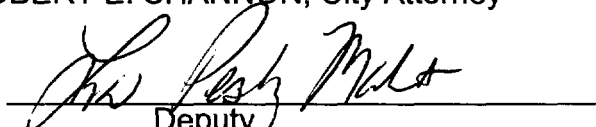
3/14, 2007

By 
City Manager

"City"

on 8/14/07, 2007. This Agreement to Purchase through County Contract is approved as to form

ROBERT E. SHANNON, City Attorney

By 
Deputy

LPM:bg
06-05758
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**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY, CALIFORNIA
AND RECORD OF ACTION**

April 11, 2006

FROM: VALERIE CLAY, Deputy Administrative Officer
County Administrative Office

SUBJECT: PHOTOCOPIER AND FACSIMILE EQUIPMENT, SUPPLIES, AND
MAINTENANCE

RECOMMENDATION: Approve agreements listed to provide the County with photocopier and facsimile equipment, supplies, and maintenance.

<u>Photocopiers</u>	<u>Facsimile Machines</u>	<u>Agreement No.</u>
Advanced Copy Systems	Advanced Copy Systems	06-256
Burtronics Business Systems	Burtronics Business Systems	06-257
Canon Business Solutions West, Inc.		06-258
	Cook-Arthur Inc.	06-259
Ikon Office Solutions		06-260
Konica-Minolta Business Solutions	Konica-Minolta Business Solutions	06-261
Toshiba America Business Solutions, Inc.		06-262
Xerox Corporation		06-263

BACKGROUND INFORMATION: On December 20, 2005 (#88), the Board authorized the issuance of Request for Proposal (RFP) G-47 to provide photocopier and facsimile equipment on a purchase, monthly rental, or lease-purchase basis and to provide supplies, maintenance, and service for the same equipment throughout the county. On December 21, 2005, RFP G-47 was posted on the county website and notices were mailed to 57 vendors. Thirteen vendors attended the mandatory pre-proposal conference and Purchasing received nine responses. One response was deemed to be non-responsive.

An evaluation committee comprised of representatives from the County Administrative Office, Human Services Group, Probation, Purchasing, and Sheriff evaluated the responses. The committee conducted a thorough evaluation considering such factors as product quality, ability and quality of service, pricing, qualifications and experience, value added services, level of maintenance, and product enhancements. The committee recommends the above-referenced vendors to provide photocopier and facsimile equipment, supplies, and maintenance to the County.

Approval of this recommendation will allow County departments to choose from a complete selection of brands, models, and types of equipment, with purchase, lease-purchase, and rental options for all the equipment from all vendors. County departments will also have the immediate availability of new models and new technology which will improve efficiency within the department. In addition, five out of the seven vendors being recommended for award are based locally.

Page 1 of 2

cc: Purchasing-Brock w/agreement
Vendor w/agree. c/o Purchasing
Auditor-Mejico w/agree.
IDS w/agreement
Risk Management
Co. Counsel-Blakemore
Purchasing-Gomez
CAO-Clay; Cole
File w/agreement

ml

Record of Action of the Board of Supervisors
AGREEMENTS AS LISTED ABOVE
APPROVED (CONSENT CALENDAR)

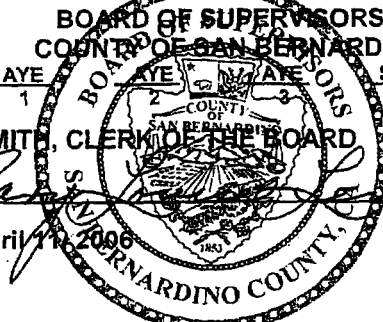
**BOARD OF SUPERVISORS
COUNTY OF SAN BERNARDINO**

MOTION AYE AYE AYE SECOND MOVE
 1 2 3 4 5

DENA M. SMITH, CLERK OF THE BOARD

BY _____

DATED: April 11, 2006



ITEM 053

BOARD OF SUPERVISORS
PHOTOCOPIER AND FACSIMILE EQUIPMENT, SUPPLIES, AND MAINTENANCE
April 11, 2006
Page 2 of 2

The term of each agreement is for a period of three years, and includes the right to terminate for non-performance with 30 days notice, or for any reason with 60 days notice. County Policy 11-05 requires Board approval for all services or maintenance exceeding \$75,000.

REVIEW BY OTHERS: This item has been reviewed by County Counsel (Michelle Blakemore, Deputy Counsel, 387-5445) on March 7, 2006; and the County Administrative Office (Patricia M. Cole, Administrative Analyst III, 387-5346) on March 10, 2006.

FINANCIAL IMPACT: Total expenditures incurred in 2004-05 for photocopier and facsimile equipment, supplies, and maintenance were approximately \$3.2 million. Expenditures for the term of the agreements are not expected to exceed \$3.5 million per fiscal year. Departments are responsible to ensure there is adequate funding in their budgets when purchasing photocopier and facsimile equipment, supplies, and maintenance.

SUPERVISORIAL DISTRICT(S): All

PRESENTER: Leo Gomez, Supervising Buyer, 387-2063



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New	Vendor Code KONICAM842		Dept. SC	Dept. PUR	Orgn. A	Contract Number 06-261	
<input type="checkbox"/> Change						Contractor's License No.	
<input type="checkbox"/> Cancel						Total Contract Amount Countywide-unencumbered	
County Department Purchasing			Dept. Orgn. PUR PUR		Contractor's License No.		
County Department Contract Representative Bill Brock			Telephone (909) 387-2464		Total Contract Amount Countywide-unencumbered		
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input checked="" type="checkbox"/> Unencumbered <input type="checkbox"/> Other:							
If not encumbered or revenue contract type, provide reason:							
Commodity Code 60000		Contract Start Date 5/1/2006		Contract End Date 4/30/2009		Original Amount	Amendment Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
Project Name Photocopier and Facsimile Equipment, Supplies and Maintenance				Estimated Payment Total by Fiscal Year			
				FY	Amount	I/D	FY

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name
Konica-Minolta Business Solutions hereinafter called VENDOR

Address
1831 Commercenter West

San Bernardino, CA 92408

Telephone (909) 824-2000 Federal ID No. or Social Security No. 22-2147842

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

This Agreement is entered into as of May 1, 2006, between **Konica-Minolta Business Solutions** (hereinafter referred to as **VENDOR**) and the County of San Bernardino (hereinafter referred to as **COUNTY**).

RECITALS

WHEREAS, the COUNTY desires to designate vendor of choice to provide photocopier and facsimile equipment, supplies, and maintenance to all COUNTY departments, AND

WHEREAS, the COUNTY conducted a competitive process to find vendors able to provide the necessary services, AND

WHEREAS, **Konica-Minolta Business Solutions** has been evaluated by a committee consisting of user departments and by the COUNTY Purchasing Department (hereinafter referred to as Purchasing) and determined to have the necessary skills to provide products and services under the terms and conditions provided herein,

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NOW, THEREFORE, the COUNTY designates **Konica-Minolta Business Solutions** as the vendor of choice to provide photocopier and facsimile equipment, supplies, and maintenance as follows:

TERM OF AGREEMENT

The term of this Agreement is for three (3) years, beginning May 1, 2006 and ending April 30, 2009, with an option of two one- (1) year extensions based on satisfactory performance. Maximum term of this contract will not exceed five (5) years.

The COUNTY reserves the right to terminate the entire Agreement with a thirty- (30) day written notice of termination in the event the VENDOR does not perform service in a satisfactory manner.

The COUNTY and the VENDOR each reserve the right to terminate the Agreement, for any reason, with a sixty- (60) day written notice of termination. Such termination may include all or part of the services described herein.

The Director of Purchasing for the COUNTY shall have the right to exercise the COUNTY'S authority under this Agreement including the right to give notice of termination on behalf of the COUNTY at his sole discretion.

GENERAL REQUIREMENTS

A. Scope of Agreement:

1. **Purpose:** To provide photocopier and facsimile equipment on a purchase, monthly rental, and lease-purchase basis and to provide maintenance for purchased equipment, to be furnished on agreement throughout the County. All such equipment provided to the County must be new. Used, re-conditioned or "newly remanufactured" equipment is unacceptable to the County's needs.
2. **Orders:** Orders against a resultant agreement may be made periodically by the issuance of separate purchase orders. In the case of monthly maintenance agreements and monthly rentals, blanket purchase orders will be issued per department or per piece of equipment and individual withdrawals will be made as needed against the blanket purchase order(s). There is no specified number of units which will be ordered by the County during the term of the agreement, nor is there any guarantee that an awarded vendor will receive any orders from County departments. User departments will be allowed to order operating supplies such as toners, developers, etc., directly from the Vendor(s).
3. **Photocopiers:** The majority of photocopiers in use by the County have at least these basic features: Automatic Document Feeder, Auto Duplex, Finisher, and Stapler. The County considers this to be a Basic Model.
4. **Delivery and Set-Up:** Vendor must make delivery of all photocopiers and facsimile machines within thirty (30) days of receipt of order. Seller will deliver and set-up photocopier or facsimile machine on site at the location specified by the County. Delivery in excess of thirty days does not meet the County's requirements and may be rejected.

Vendor must make delivery of any photocopier or facsimile supplies, including but not limited to, toners, developers, etc., within twenty-four (24) hours of receipt of an order placed by a user department.
5. **Training:** The Vendor will provide all training as required at no extra charge to County personnel.
6. **Digital Products:** Vendor must provide adequate technical staffing to advise, configure, and set up LAN installations for all digital products.
7. **Supplies:** The Vendor will make available, with the order for equipment, a start-up kit of supplies so that the photocopier or facsimile machine may be set up for immediate use.

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All maintenance agreements and monthly equipment rentals are to include all operating supplies, including but not limited to Toners, Developers, and Drums. This provision excludes Paper and Staples.

8. **Returned Merchandise:** Vendor agrees to give full credit on returned merchandise resulting from Vendor or Manufacturer errors. Awarded vendor(s) agree to stock lift any photocopier and/or facsimile machine toners for their proposed brand(s) from the County's Central Stores. Vendor shall issue the County full credit at the County's acquisition cost. Credit for stock lifted merchandise shall be made in the form of a check made payable to the County. The County shall not be charged any re-stocking fees for any returned merchandise.

9. **Participation:** The County desires that any Counties, Municipalities, School Districts, and other Tax Districts within the State of California requiring photocopiers, facsimile machines, and maintenance of same, may at their option and through the County Purchasing Agent, avail themselves of the agreement(s) resulting from this proposal. Upon notice in writing, the Seller agrees to the extension of the terms of a resultant agreement with such Governmental bodies as though they have been expressly identified in this bid, with the provision that:
 - a. Such Governmental body does not have and will not have in force any other agreement for like purchases.
 - b. Such Governmental body does not have under consideration for award any other bids or quotations for like purchases.
 - c. Such Governmental body shall make purchases directly through the Vendor and make payment directly to the vendor. The County will not be liable for any such purchase made between the Seller and another Governmental body who avails themselves of this agreement.

10. **Subcontractors:** There shall be no subcontracting or joint venture of any services, marketing, or other activities by the Vendor unless specifically approved in advance in writing by the County Purchasing Department. The Vendor shall act as the single principal for all products and services in this agreement. This requires a single point of contact representing the Vendor.

11. **Terms Definitions:** The following are the County's definitions. These definitions only apply to photocopiers.
 - a. **Rental:** Rental on a month-to-month basis, which can be terminated at any time with or without Due Cause. Due Cause for termination shall include, but not be limited to, failure to deliver in quantities required within required lead times, failure of the product(s) to meet specifications, and/or for reasons of unsatisfactory service.

Rentals are generally for thirty-six (36) month terms. An early termination penalty may only be assessed when rental is terminated without Due Cause by County. The County will only agree to the following early termination penalties, if termination occurs within:

- 0 - 12 Months – no greater than three (3) times base rental payment;
- 13 - 24 Months – no greater than two (2) times base rental payment; or
- 25 - 36 Months – no greater than one (1) times base rental payment.

All Rental agreements that extend over any fiscal year must contain a clause that the agreement can be canceled at any time, if funds have not been appropriated for the new fiscal year. Such termination shall not include any early termination penalties.

County departments will be allowed to upgrade any equipment on an existing rental agreement mid-term with the same vendor without being assessed any penalties.

The Vendor assumes all responsibility for any property taxes on equipment provided to the County under the Rental program. The County does not own the equipment, but is merely renting it for a fixed time period.

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NO Third Party rentals will be considered.

- b. **Lease-Purchase:** Any Third-Party agreement where title transfers to the County at the end of the term, whether or not there is a buyout cost associated with such transfer of title.

All Lease-Purchases of equipment purchased under this agreement shall be subject to the County's Master Lease Agreement. No other Lease-Purchase agreement will be permitted unless recommended by the Purchasing Department and approved by the Board of Supervisors.

B. Photocopier Maintenance: Applies to both purchased and rented equipment.

- 1. **Service Calls:** Tools, equipment, and skill used in the accomplishment of needed service will comply with equipment manufacturer's specifications. The service representative shall have the training and experience level to perform prompt, efficient, and accurate service on each type and model of equipment for which the Vendor is responsible. Service calls are unlimited and will be performed during normal business hours.

All service personnel must provide proper photo identification in order to be allowed access to County facilities.

- 2. **Parts:** All replacement parts will meet the original equipment manufacturer's specifications. No used parts will be installed. OEM parts only are allowed.
- 3. **Service Areas:** Maintenance is divided into five (5) zones as noted below. The County expects timely service to be provided to each zone by awarded vendor(s). The County defines "timely service" as eight (8) hours or less. Maintenance is to be provided to all zones.

ZONE 1	Colton, Fontana, Loma Linda, Mentone, Redlands, Rialto, San Bernardino, Yucaipa
ZONE 2	Big Bear, Crestline, Lake Arrowhead, Running Springs, Twin Peaks, Wrightwood
ZONE 3	Chino, Montclair, Ontario, Rancho Cucamonga, Upland
ZONE 4	Joshua Tree, Morongo Valley, and Yucca Valley
ZONE 5	Apple Valley, Barstow, Hesperia, Needles, Victorville, remainder of High Desert locations

- 4. **Response Time:** Under normal circumstances, response time for service requests will not be longer than eight (8) business hours. The County expects service calls to be performed within two (2) to four (4) hours on the average. (For example: If a service call is placed in the AM, the County will expect a service technician to arrive at the requesting location in the PM, and the equipment to be operational within 2 to 4 hours from the time the service call was placed.) Any delay for service in excess of eight (8) hours shall be coordinated at the time of the service request and Vendor will provide a written report to Purchasing as to why the delay occurred.

Some County departments, due to the nature of their operations, require service personnel to be available twenty-four (24) hours a day, seven (7) days per week. Vendor is to provide a contact person and phone number for emergencies during times other than normal business hours. The County departments primarily affected by this requirement are as follows:

Information Services Department – Network Services Division
 777 E. Rialto Avenue
 San Bernardino, CA 92415

Information Services Department – Technology Operations
 670 E. Gilbert Street
 San Bernardino, CA 92415

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Office of Emergency Services
1743 Miro Way
Rialto, CA 92376

Sheriff's Department
Locations throughout the County

5. **Loaner Machines:** If agreement equipment is irreparable within sixteen (16) business hours (two business days), a loaner machine will be provided to the user department within eight (8) additional business hours at no additional charge to the County.
6. **Maintenance Records:** The Vendor shall provide and maintain a "Maintenance History Record" for each machine. This record shall contain the following information: Model Number, Serial Number, Date placed into service, Date and Description of each service call, Date of inspection and initials of the Vendor's Service Technician. An inspection and service acknowledgement will be furnished to the County for each visit, to be left with the using department.
7. **Billing of Maintenance:** The County will pay maintenance on a monthly, quarterly, or annual basis, per department preference. The County will only pay per copy charges in arrears.
8. **Additions/Deletions to Maintenance:** The County reserves the right to add/delete equipment to/from the agreement as necessary. The Vendor will provide additions/ deletions to maintenance on a monthly basis.
9. **Insurance:** All vendors providing services to the County must have Certificates of Insurance on file in the Purchasing Office.
10. **Warranty:** The Vendor shall provide warranty information for each model of equipment purchased by the County. All warranties shall include replacement of all parts, including Drums, under the Maintenance Agreement and shall include the replacement of equipment, if necessary.
11. **Exclusions:** Repairs for damage or loss caused by any other than normal and reasonable use shall not be covered by this agreement. Written estimates for work required for the aforementioned reasons will be submitted in advance by the Vendor to the user department prior to the work being performed. Authorization for said repairs shall be a separate Purchase Order or a Purchase Request (PR) Number issued by the Purchasing Department.

GENERAL AGREEMENT TERMS

1. LEGALITY AND SEVERABILITY

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

2. TAXES

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

3. REPRESENTATION OF THE COUNTY

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

4. VENDOR PRIMARY CONTACT

The VENDOR will designate an individual to serve as the primary point of contact for the Agreement. VENDOR or designee must respond to COUNTY inquiries within one (1) business day. VENDOR shall not change the primary

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contact without written notification and acceptance of the COUNTY. VENDOR will also designate a back-up point of contact in the event the primary contact is not available.

5. CHANGE OF ADDRESS

VENDOR shall notify the COUNTY in writing of any change in mailing address within ten (10) business days of the change.

6. AGREEMENT ASSIGNABILITY

Without the prior written consent of the COUNTY, the Agreement is not assignable by VENDOR either in whole or in part.

7. AGREEMENT AMENDMENTS

VENDOR agrees any alterations, variations, modifications, or waivers of the provisions of the Agreement, shall be valid only when reduced to writing, executed and attached to the original Agreement and approved by the required persons.

8. ATTORNEY FEES AND COSTS

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

9. VENUE

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

10. LICENSES AND PERMITS

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

11. NOTIFICATION REGARDING PERFORMANCE

In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Agreement, the VENDOR shall notify the COUNTY within one (1) working day, in writing and by telephone.

12. CONFLICT OF INTEREST

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

13. IMPROPER CONSIDERATION

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

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

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

14. EMPLOYMENT OF FORMER COUNTY OFFICIALS

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

15. INACCURACIES OR MISREPRESENTATIONS

If in the administration of an Agreement, the COUNTY determines that VENDOR has made a material misstatement, misrepresentation, or omission that materially inaccurate information has been provided to the COUNTY during the RFP process, the Agreement may be immediately terminated. In the event of a termination under this provision, the COUNTY is entitled to pursue any available legal remedies.

16. RECYCLED PAPER PRODUCTS

The COUNTY has adopted a recycled product purchasing standards policy (11-10), which requires contractors to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the COUNTY. The policy also requires Contractors to use both sides of paper sheets for reports submitted to the COUNTY whenever practicable

17. OWNERSHIP OF DOCUMENTS

All documents, data, products, graphics, computer programs, and reports prepared by the VENDOR pursuant to this Contract shall be considered property of the COUNTY upon payment for product/services. All such items shall be delivered to the COUNTY at the completion of work under this Contract, subject to the requirements of the Section Termination for Convenience. Unless otherwise directed by the COUNTY, VENDOR may retain copies of such items.

18. INVOICES

VENDOR shall provide COUNTY itemized monthly invoices, in arrears, for services performed under this Agreement within twenty (20) days of the end of the previous month.

19. RELEASE OF INFORMATION

No news releases, advertisements, public announcements or photographs arising out of this Agreement or VENDOR's relationship with COUNTY may be made or used without prior written approval of the COUNTY.

20. DAMAGE TO COUNTY PROPERTY, FACILITIES, BUILDINGS, OR GROUNDS

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

If the VENDOR fails to make timely repairs, the COUNTY may make any necessary repairs. The VENDOR, as determined by the COUNTY, for such repairs shall repay all costs incurred by the COUNTY, by cash payment upon demand or COUNTY may deduct such costs from any amounts due to the VENDOR from the COUNTY.

21. AIR, WATER POLLUTION CONTROL, SAFETY AND HEALTH

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

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22. DRUG AND ALCOHOL-FREE WORKPLACE

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition this Agreement, the VENDOR agrees that the VENDOR and the VENDOR'S employees, while performing service for the COUNTY, on COUNTY property, or while using COUNTY equipment:

- A. Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- B. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
- C. Shall not sell, offer, or provide alcohol or a drug to another person.
This shall not be applicable to a VENDOR or VENDOR'S employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

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

The COUNTY may terminate for default or breach of this Agreement and any other agreement the VENDOR has with the COUNTY, if the VENDOR or VENDOR'S employees are determined by the COUNTY not to be in compliance with above.

23. NOTICE OF DELAYS

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

24. PRICE GUARANTEE AND PRICE ESCALATION

All prices will be considered firm for the entire period of the contract unless otherwise stated. If the Contractor seeks any increases in price the COUNTY requires bona fide proof of cost increases on contracts prior to any price escalation adjustment. A minimum thirty days advance written notice is required to secure sur adjustments. No retroactive pricing adjustments will be considered. Written approval of the COUNTY must be obtained prior to the effective date of any adjustments. The COUNTY may enforce, adjust or terminate escalating price contracts as it sees fit.

25. CONTRACTOR/VENDOR NONDISCLOSURE AGREEMENT

The COUNTY has a legal and ethical responsibility to safeguard the privacy of all patients and to protect the confidentiality of their information. In the course of its business relationship with the COUNTY, VENDOR and its employees and/or agents may come into possession of confidential patient information. In consideration of, and as a condition to its relation with the COUNTY, VENDOR must agree to protect the privacy of the patients.

26. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

The COUNTY reserves the right to request the information described herein from the VENDOR selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the vendor. The COUNTY also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected vendor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

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

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

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

INDEMNIFICATION AND INSURANCE REQUIREMENTS

1. INDEMNIFICATION

The VENDOR agrees to indemnify, defend and hold harmless the COUNTY and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from VENDOR's acts, errors or omissions and for any costs or expenses incurred by the COUNTY on account of any claim therefore, except where such indemnification is prohibited by law.

2. INSURANCE COVERAGE

Without in any way affecting the indemnity herein provided and in addition thereto, the VENDOR shall secure and maintain throughout the Agreement the following types of insurance with limits as shown:

A. Workers' Compensation - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the VENDOR and all risks to such persons under this Agreement.

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

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the COUNTY's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

B. Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

3. ADDITIONAL NAMED INSURED

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the COUNTY and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

4. WAIVER OF SUBROGATION RIGHTS

The VENDOR shall require the carriers of the above-required coverage to waive all rights of subrogation against the COUNTY, its officers, employees, agents, volunteers, vendors, and subcontractors.

5. POLICIES PRIMARY AND NON-CONTRIBUTORY

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

6. PROOF OF COVERAGE

The VENDOR shall immediately furnish certificates of insurance to the COUNTY Department administering the Agreement evidencing the insurance coverage, including the endorsements above required, prior to the

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commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department. VENDOR shall maintain such insurance from the time VENDOR commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the VENDOR shall furnish certified copies of the policies and all endorsements.

7. INSURANCE REVIEW

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the COUNTY. In addition, if the Risk Manager determines that heretofore, unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the COUNTY, inflation, or any other item reasonably related to the COUNTY's risk. Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. VENDOR agrees to execute any such amendment within thirty (30) days of receipt.

RIGHT TO MONITOR AND AUDIT

1. RIGHT TO MONITOR

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

2. AVAILABILITY OF RECORDS

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

STATUS OF PARTIES

1. The parties hereby expressly understand and agree that this Agreement is not intended and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, or association between VENDOR and COUNTY but is rather an Agreement by and between independent contractors.
2. The parties hereby expressly understand and agree that their employees, agents, and independent contractors are not the employees or agents of the other party for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, other fringe benefits of employment, or workers' compensation insurance.

MODIFICATION

No modification, amendment, supplement to, or waiver of any provision of this Agreement shall be binding upon the parties unless made in writing and duly signed by all parties.

SEVERABILITY

The provisions of this Agreement are specifically made severable. If any clause, provision, right and/or remedy provided herein are unenforceable or inoperative, the remainder of this Agreement shall be enforced as if such clause, provision, right and/or remedy were not contained herein.

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ALTERNATIVE DISPUTE RESOLUTION

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

NOTICES

All written notices provided for in this Agreement or which either party desires to give to the other shall be deemed fully given, when made in writing and personally delivered to the other party or deposited in the United States mail, certified with return receipt requested and postage prepaid, and addressed to the other party as follows:

County of San Bernardino
 Purchasing Department
 Attn: Bill Brock, Deputy Purchasing Agent
 777 East Rialto Avenue
 San Bernardino, CA 92415-0760

Konica-Minolta Business Solutions
 1831 Commercenter West
 San Bernardino, CA 92408

ENTIRE AGREEMENT

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


Any and all terms and conditions contained in the Agreement shall supersede any conflicting terms and conditions contained in any documents, Purchase Orders, Bills of Lading or similar documents.

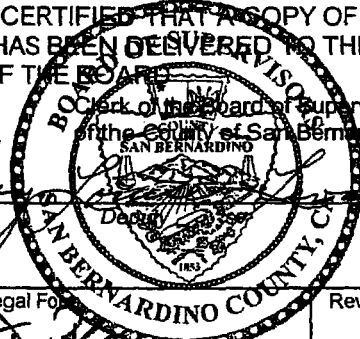
COUNTY OF SAN BERNARDINO

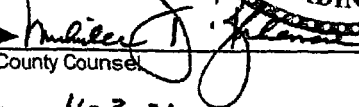
 Bill Postmus, Chairman, Board of Supervisors

Dated: APR 11 2006

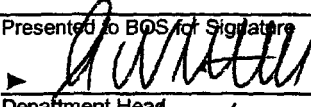
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BERNARDINO.

By 
 Clerk of the Board of Supervisors of the County of San Bernardino.



Approved as to Legal For 
 County Counsel
 Date 4-3-06

Reviewed by Contract Compliance
 Date _____

Presented to BOS for Signature 
 Department Head
 Date 3/29/06

KONICA MINOLTA BUSINESS SOLUTIONS
 (Print or type name of corporation, company, contractor, etc.)

By 
 (Authorized signature - sign in blue ink)

Name LINDA TURNER
 (Print or type name of person signing contract)

Title BRAND GENERAL Mgr.
 (Print or Type)

Dated: 3-9-06

Address 1831 Commercenter West
S.B., CA 92408

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