PALO VERDE COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES
AGENDA ITEM REQUEST

Meeting Date:

☐	Consent
☒	Action
☐	Information

AREA: Fiscal
RESOLUTION TITLE: Konica Minolta Copier Lease

BACKGROUND:

The district used the Foundation for Community College's College Buys Program to be able to piggyback onto their request for proposal and receive an excellent discount. Various proposals were reviewed and the Konica Minolta Lease provides the services the district needs at a lower rate. The district is opting to lease color copiers with many of the same features that are used currently at a lower rate.

FISCAL IMPLICATIONS:

Annual rate $30,214.24 (A savings of $19,598.12 annually)
Contract total $120,840.96 (4 year lease)

RECOMMENDATION:

It is recommended that we approve this lease agreement.

Administrator Initiating Item: Russi Egan	College Council/Full Admin Review Date:

Konica Minolta Premier Finance

1111 Old Eagle School Road
Wayne, PA 19087

State and Local Government Lease-Purchase Agreement

PHONE: (800) 736-0220
FACSIMILE: (800) 700-4643

LESSEE

Full Legal Name				Phone Number
PALO VERDE COMMUNITY COLLEGE DISTRICT				760-921-5500
DBA Name (if any)				Purchase Order Requisition Number
Billing Address	City	State	Zip	Send Invoice to Attention of:
ONE COLLEGE DRIVE	BLYTHE	CA	92225	

EQUIPMENT INFORMATION

Equipment Make	Model No.	Serial Number	Description (Attach Separate Schedule If Necessary)
			PLEASE SEE ATTACHED EQUIPMENT DESCRIPTION AS "ATTACHMENT 2"

Equipment Location (If not same as above) City State Zip

PAYMENT INFORMATION

Number of Lease Payments	Lease Payments:
48	See Lease Payment Schedule Attached as Attachment 1
Full Lease Term (In Months)	Payment Frequency
48	☑ Monthly ☐ Quarterly ☐ Semiannually ☐ Annually ☐ Other _____
	End of Lease Option: $1

BANK QUALIFICATION

By checking the box below, YOU hereby designate this Lease as a "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 subordinate entities during the calendar year in which WE fund this Lease is not reasonably expected to exceed $10,000,000.

☐ Bank Qualification Elected

TERMS AND CONDITIONS

Please read YOUR copy of this State and Local Government Lease-Purchase Agreement ("Lease") carefully and feel free to ask US any questions YOU may have about it. Words "YOU" and "YOUR" refer to the "Lessee" and the words "WE," US" and "OUR" refer to Konica Minolta Premier Finance, its successors and assigns, as the "Lessor" of the Equipment.

1. LEASE. WE agree to lease to YOU and YOU agree to lease from US, the equipment listed above (and on any attached schedule) including all replacement parts, repairs, additions and accessories ("Equipment") on the terms and conditions of this Lease and on any attached schedule.

2. TERM. This Lease is effective on the date when the term of this Lease and YOUR obligation to pay rent commence, which date shall be the date that funds are advanced by US to YOU, the vendor of the Equipment or an escrow agent for the purpose of paying or reimbursing all or a portion of the cost of the Equipment (the "Commencement Date") and continues thereafter for an original term ("Original Term") ending at the end of YOUR budget year in effect on the Commencement Date and may be continued by YOU for additional one-year renewal terms ("Renewal Terms") coinciding with YOUR budget year up to the total number of months indicated above as the Full Lease Term; provided, however, that at the end of the Original Term and at the end of each Renewal Term until the Full Lease Term has been completed, YOU shall be deemed to have continued this Lease for the next Renewal Term unless YOU shall have terminated this Lease pursuant to Section 5 or Section 17. Lease Payments will be due as set forth on Attachment 1 until the balance of the Lease Payments and any additional Lease Payments or expenses chargeable to YOU under this Lease are paid in full. As set forth in the Lease Payment Schedule, a portion of each Lease Payment is paid as, and represents payment of, interest. YOUR obligation to pay the Lease Payments and YOUR other Lease obligations are absolute and unconditional and are not subject to cancellation, reduction, setoff or counterclaim except as provided in Section 5. THIS LEASE IS NON-CANCELABLE EXCEPT AS PROVIDED IN SECTION 5.

3. LATE CHARGES. If a Lease Payment is not made on the date when due, YOU will pay US a late charge at the rate of 18% per annum or the maximum amount permitted by law, whichever is less, from such date.

4. CONTINUATION OF LEASE TERM. YOU currently intend, subject to Section 5, to continue this Lease through the Full Lease Term and to pay the Lease Payments hereunder. YOU reasonably believe that legally available funds in an amount sufficient to make all Lease Payments during the Full Lease Term can be obtained. YOUR responsible financial officer shall do all things lawfully within his or her power to obtain and maintain funds from which the Lease Payments may be made, including making provision for the Lease Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with YOUR applicable procedures and to exhaust all available reviews and appeals if that portion of the budget is not approved. Notwithstanding the foregoing, the decision whether to budget or appropriate funds and to extend this Lease for any Renewal Term is solely within the discretion of YOUR governing body.

5. NONAPPROPRIATION. YOU are obligated only to pay such Lease Payments under this Lease as may lawfully be made from funds budgeted and appropriated for that purpose during YOUR then current budget year. If YOU fail to appropriate or otherwise make available funds to pay the Lease Payments required to be paid in the next occurring Renewal Term, this Lease shall be deemed terminated at the end of the then current Original Term or Renewal Term. YOU agree to deliver written notice to US of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term of this Lease beyond the then current Original Term or Renewal Term. If this Lease is terminated in accordance with this Section, YOU agree, at YOUR cost and expense, to peaceably deliver the Equipment to US at the location or locations specified by US.

6. WARRANTIES. WE are leasing the Equipment to YOU "AS-IS" and WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WE transfer to YOU, without recourse, for the term of this Lease all warranties, if any, made by the manufacturer. YOU ALSO ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS LEASE AND, EXCEPT FOR THE MANUFACTURER WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT THIS LEASE OR THE EQUIPMENT. WE SHALL NOT BE LIABLE FOR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF THE EQUIPMENT. YOUR OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER THE LEASE WILL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST THE SUPPLIER OR THE EQUIPMENT MANUFACTURER.

7. DELIVERY AND ACCEPTANCE. YOU ARE RESPONSIBLE, AT YOUR OWN COST, TO ARRANGE FOR THE DELIVERY AND INSTALLATION OF THE EQUIPMENT (UNLESS THOSE COSTS ARE INCLUDED IN THE COSTS OF THE EQUIPMENT TO US). IF REQUESTED, YOU WILL SIGN A SEPARATE EQUIPMENT DELIVERY AND ACCEPTANCE CERTIFICATE. WE MAY AT OUR DISCRETION CONFIRM BY TELEPHONE THAT YOU HAVE ACCEPTED THE EQUIPMENT AND THAT TELEPHONE VERIFICATION OF YOUR ACCEPTANCE OF THE EQUIPMENT SHALL HAVE THE SAME EFFECT AS A SIGNED DELIVERY AND ACCEPTANCE CERTIFICATE.

(Terms and Conditions continued on the reverse side of this Lease.)

LESSEE SIGNATURE

YOU agree to all of the Terms and Conditions contained in both sides of this Lease, and in any attachments to same (all of which are included by reference) and become part of this Lease. YOU acknowledge to have read and agreed to all the Terms and Conditions.

You agree that this is a non-cancelable lease. The Equipment is: ☑ NEW ☐ USED

Signature Date

Title

Print Name

Legal Name of Corporation
PALO VERDE COMMUNITY COLLEGE DISTRICT

(LEASE MUST BE SIGNED BY AUTHORIZED OFFICIAL OF LESSEE)

LESSOR

Lessor Signature Date

Print Name

Title

For
KONICA MINOLTA PREMIER FINANCE

Lease Number
PUB 14894

Lease Date
JULY 1 , 2015

Vendor I.D. Number
L1817

8. TITLE, PERSONAL PROPERTY, LOCATION, INSPECTION, NO MODIFICATIONS OR ALTERATIONS. YOU have title to the Equipment; provided that title to the Equipment will immediately and without any action by YOU vest in US, and YOU shall immediately surrender possession of the Equipment to US, (a) upon any termination of this Lease other than termination pursuant to Section 17 or (b) if YOU are in default of this Lease. It is the intent of the parties hereto that any transfer of title to US pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. YOU shall, nevertheless, execute and deliver any such instruments as WE may request to evidence such transfer. As security for YOUR obligations hereunder, WE retain a security interest in the Equipment and all proceeds thereof. YOU have the right to use the Equipment during the term of this Lease, except as otherwise expressly set forth in this Lease. Although the Equipment may become attached to real estate, it remains personal property. YOU agree not to alter or modify the Equipment or permit a lien to be placed upon the Equipment or to remove the Equipment without OUR prior written consent. If WE feel it is necessary, YOU agree to provide US with waivers of interest or liens from anyone claiming any interest in the real estate on which any items of Equipment is located. WE also have the right, at reasonable times, to inspect the Equipment.

9. MAINTENANCE. YOU are required, at YOUR own cost and expense, to keep the Equipment in good repair, condition and working order, except for ordinary wear and tear, and YOU will supply all parts and servicing required. All replacement parts used or installed and repairs made to the Equipment will become OUR property.

YOU ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR PROVIDING ANY REQUIRED MAINTENANCE AND/OR SERVICE FOR THE EQUIPMENT. YOU WILL MAKE ALL CLAIMS FOR SERVICE AND/OR MAINTENANCE SOLELY TO THE SUPPLIER AND/OR MANUFACTURER AND SUCH CLAIMS WILL NOT AFFECT YOUR OBLIGATION TO MAKE ALL REQUIRED LEASE PAYMENTS.

10. ASSIGNMENT. YOU AGREE NOT TO TRANSFER, SELL, SUBLEASE, ASSIGN, PLEDGE OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT. YOU agree that WE may sell, assign or transfer this Lease and, if WE do, the new owner will have the same rights and benefits that WE now have and will not have to perform any of OUR obligations and the rights of the new owner will not be subject to any claims, counterclaims, defenses or set-offs that YOU may have against US. YOU hereby appoint Municipal Registrar Services (the "Registrar") as YOUR agent for the purpose of maintaining a written record of each assignment in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended. No such assignment shall be binding on YOU until the Registrar has received written notice from the assignor of the name and address of the assignee.

11. LOSS OR DAMAGE. YOU are responsible for the risk of loss or destruction of, or damage to the Equipment. No such loss or damage relieves YOU from any obligation under this Lease. If any of the Equipment is damaged by fire or other casualty or title to, or the temporary use of, any of the Equipment is taken under the exercise of the power of eminent domain, the net proceeds ("Net Proceeds") of any insurance claim or condemnation award will be applied to the prompt replacement, repair, restoration, modification or improvement of that Equipment, unless YOU have exercised YOUR option to purchase the Equipment pursuant to Section 17. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to YOU.

12. INDEMNITY. WE are not responsible for any losses or injuries caused by the manufacture, acquisition, delivery, installation, ownership, use, lease, possession, maintenance, operation or rejection of the Equipment or defects in the Equipment. To the extent permitted by law, YOU agree to reimburse US for and to defend US against any claim for losses or injuries relating to the Equipment. This indemnity will continue even after the termination of this Lease.

13. TAXES. YOU agree to pay all applicable license and registration fees, sale and use taxes, personal property taxes and all other taxes and charges, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment (except those based on OUR net income). YOU agree that if WE pay any taxes or charges, YOU will reimburse US for all such payments and will pay US interest and a late charge (as calculated in Section 3) on such payments with the next Lease Payment, plus a fee for OUR collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities.

14. INSURANCE. During the term of this Lease, 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. YOU will also obtain and maintain for the term of this Lease, comprehensive public liability insurance covering both personal injury and property damage of at least $100,000 per person and $300,000 per occurrence or bodily injury and $50,000 for property damage. WE will be the sole named loss payee on the property insurance and named as an additional insured on the public liability insurance. YOU will pay all premiums for such insurance and must deliver proof of insurance coverage satisfactory to US. If YOU do not provide such insurance, YOU agree that WE have the right, but not the obligation, to obtain such insurance and add an insurance fee to the amount due from YOU, on which WE make a profit.

15. DEFAULT. Subject to Section 5, YOU are in default of this Lease if any of the following occurs: (a) YOU fail to pay any Lease Payment or other sum when due; (b) YOU breach any warranty or other obligation under this Lease, or any other agreement with US, (c) YOU become insolvent or unable to pay YOUR debts when due, YOU make an assignment for the benefit of creditors or YOU undergo a substantial deterioration in YOUR financial condition, or (d) YOU file or have filed against YOU a petition for liquidation, reorganization, adjustment of debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator is appointed for YOU or a substantial part of YOUR assets.

16. REMEDIES. WE have the following remedies if YOU are in default of this Lease: WE may declare the entire balance of the unpaid Lease Payments for the then current Original Term or Renewal Term immediately due and payable; sue for and receive all Lease Payments and any other payments then accrued or accelerated under this Lease; charge YOU interest on all monies due US at the rate of eighteen percent (18%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law; charge YOU a return-check or non-sufficient funds charge ("NSF Charge") of $25.00 for a check that is returned for any reason; and require that YOU return the Equipment to US and, if YOU fail to return the Equipment, enter upon the premises peaceably with or without legal process where the Equipment is located and repossess the Equipment. Such return or repossession of the Equipment will not constitute a termination of this Lease unless WE expressly notify YOU in writing. If the Equipment is returned or repossessed by US and unless WE have terminated this Lease, WE will sell or re-rent the Equipment to any persons with any terms WE determine, at one or more public or private sales, with or without notice to YOU, and apply the net proceeds after deducting the costs and expenses of such sale or re-rent, to YOUR obligations with YOU remaining liable for any deficiency and with any excess over the amounts described in this Section plus the then applicable Purchase Price to be paid to YOU.

YOU are also required to pay (i) all expenses incurred by US in connection with the enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment, and (ii) reasonable attorneys' fees.

17. PURCHASE OPTION. Provided YOU are not in default, YOU shall have the option to purchase all but not less than all of the Equipment (a) on the date the last Lease Payment is due (assuming this Lease is renewed at the end of the Original Term and each Renewal Term), if this Lease is still in effect on that day, upon payment in full of Lease Payments and all other amounts then due and the payment of One Dollar to US; (b) on the last day of the Original Term or any Renewal Term then in effect, upon at least 60 days' prior written notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule; or (c) if substantial damage to or destruction or condemnation of substantially all of the Equipment has occurred, on the day specified in YOUR written notice to US of YOUR exercise of the purchase option upon at least 60 days' prior notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule.

18. REPRESENTATIONS AND WARRANTIES. YOU warrant and represent as follows: (a) YOU are a public body corporate and politic duly organized and existing under the constitution and laws of YOUR State with full power and authority to enter into this Lease and the transactions contemplated hereby and to perform all of YOUR obligations hereunder; (b) YOU have duly authorized the execution and delivery of this Lease by proper action by YOUR governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Lease; (c) YOU have complied with such public bidding requirements as may be applicable to this Lease and the acquisition by YOU of the Equipment; (d) all authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by YOU of this Lease or in connection with the carrying out by YOU of YOUR obligations hereunder have been obtained; (e) this Lease constitutes the legal, valid and binding obligation of YOU enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally; (f) YOU have, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during 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; (g) the Equipment is essential to YOUR functions or to the services YOU provide to YOUR citizens, YOU have an immediate need for the Equipment and expect to make immediate use of the Equipment, YOUR need for the Equipment is not temporary and YOU do not expect the need for any item of the Equipment to diminish in the foreseeable future, including the Full Lease Term, and the Equipment will be used by YOU only for the purpose of performing one or more of YOUR governmental or proprietary functions consistent with the permissible scope of YOUR authority and will not be used in the trade or business of any other entity or person; and (h) YOU have never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement.

19. UCC FILINGS AND FINANCIAL STATEMENTS. YOU authorize US to file a financing statement with respect to the Equipment. If WE feel it is necessary, YOU agree to submit financial statements (audited if available) on a quarterly basis.

20. UCC - ARTICLE 2A PROVISIONS. YOU agree that this Lease is a Finance Lease as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). YOU acknowledge that WE have given YOU the name of the Supplier of the Equipment. WE hereby notify YOU that YOU may have rights under the contract with the Supplier and YOU may contact the Supplier for a description of any rights or warranties that YOU may have under this supply contract. YOU also waive any and all rights and remedies granted YOU under Sections 2A-508 through 2A-522 of the UCC.

21. TAX EXEMPTION. YOU will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended, including without limitation Sections 103 and 148 thereof, and the applicable regulations thereunder to maintain the exclusion of the interest portion of the Lease Payments from gross income for purposes of federal income taxation.

22. BANK QUALIFICATION. If YOU checked the "Bank Qualification Elected" box on the front page of this Lease YOU and all YOUR subordinate entities will not issue in excess of $10,000,000 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 nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to US that the designation of this Lease as a "qualified tax-exempt obligation" will not be adversely affected.

23. CHOICE OF LAW; JURY TRIAL WAIVER. This Lease shall 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.

24. ENTIRE AGREEMENT; SEVERABILITY; WAIVERS. This Lease contains the entire agreement and understanding. No agreements or understandings are binding on the parties unless set forth in writing and signed by the parties. Any provision of this Lease which for any reason may be held unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective without invaliding the remaining provisions of this Lease. THIS LEASE IS NOT INTENDED FOR TRANSACTIONS WITH AN EQUIPMENT COST OF LESS THAN $1,000.

25. FACSIMILE DOCUMENTATION. YOU agree that a facsimile copy of this Lease with facsimile signatures may be treated as an original and will be admissible as evidence of this Lease.

13KONPF006

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ATTACHMENT 1 STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT

Lease Payment Schedule

LESSOR: KONICA MINOLTA PREMIER FINANCE

LESSEE: PALO VERDE COMMUNITY COLLEGE DISTRICT

LEASE NUMBER: PUB 14894

LEASE DATE: JULY 1, 20 15

Lease Payments are due on each periodic anniversary of the Commencement Date that occurs during the Full Lease Term until all of the payments set forth below have been received by US. The period for each periodic anniversary is MONTHLY, as specified in the Payment Frequency box of this Lease. If the Commencement Date occurs on the 29th, 30th or 31st day of any month, the periodic anniversary will be deemed to occur on the 1st day of the month, commencing on the 1st day of the SECOND succeeding month after the month of such Commencement Date.

Payment Number	Rental Payment	Interest Portion	Principal Portion	Balance	Purchase Price
Loan	0.00	0.00	0.00	108,484.00	0.00
1	2,517.52	487.27	2,030.25	106,453.75	109,647.36
2	2,517.52	478.15	2,039.37	104,414.38	107,546.81
3	2,517.52	468.99	2,048.53	102,365.85	105,436.83
4	2,517.52	459.79	2,057.73	100,308.12	103,317.36
5	2,517.52	450.55	2,066.97	98,241.15	101,188.38
6	2,517.52	441.27	2,076.25	96,164.90	99,049.85
7	2,517.52	431.94	2,085.58	94,079.32	96,901.70
8	2,517.52	422.57	2,094.95	91,984.37	94,743.90
9	2,517.52	413.16	2,104.36	89,880.01	92,576.41
10	2,517.52	403.71	2,113.81	87,766.20	90,399.19
11	2,517.52	394.22	2,123.30	85,642.90	88,212.19
12	2,517.52	384.68	2,132.84	83,510.06	86,015.36
13	2,517.52	375.10	2,142.42	81,367.64	83,808.67
14	2,517.52	365.48	2,152.04	79,215.60	81,592.07
15	2,517.52	355.81	2,161.71	77,053.89	79,365.51
16	2,517.52	346.10	2,171.42	74,882.47	77,128.94
17	2,517.52	336.35	2,181.17	72,701.30	74,882.34
18	2,517.52	326.55	2,190.97	70,510.33	72,625.64
19	2,517.52	316.71	2,200.81	68,309.52	70,358.81
20	2,517.52	306.82	2,210.70	66,098.82	68,081.78
21	2,517.52	296.89	2,220.63	63,878.19	65,794.54
22	2,517.52	286.92	2,230.60	61,647.59	63,497.02
23	2,517.52	276.90	2,240.62	59,406.97	61,189.18
24	2,517.52	266.84	2,250.68	57,156.29	58,870.98
25	2,517.52	256.73	2,260.79	54,895.50	56,542.37
26	2,517.52	246.57	2,270.95	52,624.55	54,203.29
27	2,517.52	236.37	2,281.15	50,343.40	51,853.70
28	2,517.52	226.13	2,291.39	48,052.01	49,493.57
29	2,517.52	215.83	2,301.69	45,750.32	47,122.83
30	2,517.52	205.50	2,312.02	43,438.30	44,741.45
31	2,517.52	195.11	2,322.41	41,115.89	42,349.37
32	2,517.52	184.68	2,332.84	38,783.05	39,946.54
33	2,517.52	174.20	2,343.32	36,439.73	37,532.92
34	2,517.52	163.68	2,353.84	34,085.89	35,108.47
35	2,517.52	153.10	2,364.42	31,721.47	32,673.11
36	2,517.52	142.48	2,375.04	29,346.43	30,226.82

Sales tax of 8035.85 is included in the financed amount shown above.

Lessee Signature: _____ Date: _____

Print Name: _____ Title: _____

12PFDOC224

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ATTACHMENT 1 STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT

Lease Payment Schedule

LESSOR: KONICA MINOLTA PREMIER FINANCE

LESSEE: PALO VERDE COMMUNITY COLLEGE DISTRICT

LEASE NUMBER: PUB 14894

LEASE DATE: JULY 1, 20 15

Lease Payments are due on each periodic anniversary of the Commencement Date that occurs during the Full Lease Term until all of the payments set forth below have been received by US. The period for each periodic anniversary is MONTHLY, as specified in the Payment Frequency box of this Lease. If the Commencement Date occurs on the 29th, 30th or 31st day of any month, the periodic anniversary will be deemed to occur on the 1st day of the month, commencing on the 1st day of the SECOND succeeding month after the month of such Commencement Date.

Payment Number	Rental Payment	Interest Portion	Principal Portion	Balance	Purchase Price
37	2,517.52	131.81	2,385.71	26,960.72	27,769.54
38	2,517.52	121.10	2,396.42	24,564.30	25,301.23
39	2,517.52	110.33	2,407.19	22,157.11	22,821.82
40	2,517.52	99.52	2,418.00	19,739.11	20,331.28
41	2,517.52	88.66	2,428.86	17,310.25	17,829.56
42	2,517.52	77.75	2,439.77	14,870.48	15,316.59
43	2,517.52	66.79	2,450.73	12,419.75	12,792.34
44	2,517.52	55.79	2,461.73	9,958.02	10,256.76
45	2,517.52	44.73	2,472.79	7,485.23	7,709.79
46	2,517.52	33.62	2,483.90	5,001.33	5,151.37
47	2,517.52	22.46	2,495.06	2,506.27	2,581.46
48	2,517.52	11.25	2,506.27	0.00	0.00
Grand Totals	120,840.96	12,356.96	108,484.00		0.00

Lessee Signature: _____ Date: _____

Print Name: _____ Title: _____

12PFDOC224

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ATTACHMENT 2

STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT EQUIPMENT DESCRIPTION

LESSOR: KONICA MINOLTA PREMIER FINANCE

LESSEE: PALO VERDE COMMUNITY COLLEGE DISTRICT

LEASE NUMBER: PUB 14894

LEASE DATE: JULY 1, 20 15

Quantity	Description/Serial No./Model No.	Location
9	NEW KONICA C654E DIGITAL COPIERS WITH ATTACHMENTS	
	S/N: _____	
	S/N: _____	
	S/N: _____	
	S/N: _____	
	S/N: _____	
	S/N: _____	
	S/N: _____	
	S/N: _____	
	S/N: _____	

LESSEE Signature: _____ Date: _____

Print Name: _____ Title: _____

10PFDOC169v2

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BILLING INFORMATION

PLEASE COMPLETE THIS FORM AND RETURN WITH DOCUMENTS

In order for KONICA MINOLTA PREMIER FINANCE to properly bill and credit your account and prepare the IRS Form 8038-G as required by the IRS, it is necessary that you complete this form and return it with the signed documents.

Billing Name: _____

Billing Address: _____

_____

Attention: _____
(Name of Individual who will process payments)

Telephone Number: _____

Email Address: _____

FEDERAL ID#: _____

Primary Contact Name: _____

Primary Contact Number: _____

Do you require a P.O.# to be referenced on invoices you receive from us? YES ☐ NO ☐

P.O.#: _____

Do you have multiple leases, and would like them all billed on one invoice (summary billing)? YES ☐ NO ☐

CONTACT INFORMATION AND QUESTIONNAIRE FOR FORM 8038-G FILINGS

Contact Name: _____

Title: _____

Contact Address: _____

Contact Telephone Number: _____

Email Address: _____

Written Tax Compliance Procedures

The IRS Form 8038-G asks specific questions about whether written procedures exist with regard to compliance with the federal tax requirements for tax-exempt obligations. Please answer the following questions to help us complete the form correctly prior to your signature. **Please note that your answers to these questions will not impact the terms or conditions of the subject transaction:**

1. Has the Lessee established written procedures designed to monitor compliance with federal tax restrictions for the term of the lease? Among other matters, the written procedures should identify a particular individual within Lessee's organization to monitor compliance with the federal tax requirements related to use of the financed assets and describe actions to be taken in the event failure to comply with federal tax restrictions is contemplated or discovered.

   YES ☐ NO ☐ If Yes, please attach/provide a copy.

Answer the following question only if proceeds of the current financing will be funded to an ESCROW Account.

The IRS Form 8038-G asks specific questions about written procedures to monitor the yield on the investment of gross proceeds of tax-exempt obligations and, as necessary, make payments of arbitrage rebate earned to the United States.

2. Has the Lessee established written procedures to monitor the yield on the investment of proceeds of the Lease on deposit in an escrow account or similar fund prior to being spent and to ensure that any positive arbitrage rebate earned is paid to the United States?

   YES ☐ NO ☐ If Yes, please attach/provide a copy.

If you have further questions, please consult your regular bond or legal counsel.

08PFDOC086v7

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KONICA MINOLTA

ORDER AGREEMENT

S00250360
06/24/15 02:31 pm
Order 1 of 5

Check Applicable Box ☐ Purchase ☒ Lease ☐ Other: _____

INVOICE TO Account #	SOLD TO Account # PR 0004102807	SHIP TO Account #
Legal Name PALO VERDE COMMUNITY COLLEGE	Legal Name PALO VERDE COMMUNITY COLLEGE	Legal Name PALO VERDE COMMUNITY COLLEGE
Attn Line 1	Attn Line 1	Attn Line 1
Attn Line 2	Attn Line 2	Attn Line 2
Street Address ONE COLLEGE DRIVE	Street Address ONE COLLEGE DRIVE	Street Address ONE COLLEGE DRIVE
City BLYTHE State CA Zip 92225	City BLYTHE State CA Zip 92225	City BLYTHE State CA Zip 92225

Tax Exempt ☒ No ☐ Yes (Copy Required) Tax Exempt # _____
P.O. Required ☒ No ☐ Yes (Copy Required) P.O. # P.O. Expiration Date

Payment Terms: SEE LEASE

Credit Card ☐ Yes, I want to pay by Credit Card. Please provide contact name/phone below.
☐ Pay in Full (including applicable tax) ☐ Partial Payment, Amount $ _____
Contact Name: Phone:

Check Amount
Check #

Requested Delivery Date: SEE ATTACHED **Maintenance Contract** ☒ Accepted ☐ Declined

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER	PRICE EACH	EXTENDED
1	A2X1017	BIZHUB C654E			
1	7670525508	DELIVERY CHARGE - LEVEL 3			
1	7640018095	BASIC NETWORK SERVICE - BNS05			
1	A3EPWYA	FS-534 + SD-511 KIT			
1	A3ETW11	PK-520 2/3 HOLE PUNCH UNIT (FS-534)			
1	R5427000136466	AU-205H IC CARD READER			
1	XGPCS20DKM	ESP DIAGNOSTIC POWER FILTER 120			
1	A0W4WY2	WT-506 WORKING TABLE			
1	A4MF012	FK-511 FAX KIT			
1	7640015657	BIZHUB SECURE			

QTY	MATERIAL #	SUPPLY - MATERIAL DESCRIPTION		PRICE EACH	EXTENDED
			N/A		
			N/A		
			N/A		
			N/A		
			N/A		
			N/A		

Additional Charges:
☐ Network _____ ☐ Removal _____ ☐ Other _____

Additional Charges _____
TOTAL _____
(TOTAL is exclusive of applicable taxes)

Pick-Up **Requested Removal Date:** 06/30/2015

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER

Comments Utilizing FCCC Contract #CB13-011

If order is for a purchase of equipment, Customer's signature below acknowledges receipt of KMBS Sales Terms and Conditions "Schedule A" (Revised 03-30-09) and consent to their terms, which are incorporated into this agreement. 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 (plus applicable taxes). KMBS assumes no responsibility to pick-up, return to any party, and/or resolve any financial obligations on any existing Customer equipment except as specifically stated in this Agreement or separately executed form. Not binding on KMBS until signed by KMBS Manager.

Customer Name _____
Please Print

Signature _____
Authorized Representative of Customer Date

Title _____

KMBS Representative _____
Date

KMBS Manager _____
Please Print

_____
KMBS Manager Signature Date

KONICA MINOLTA

ORDER AGREEMENT

S00250360
06/24/15 02:31 pm
Order 2 of 5

Check Applicable Box ☐ Purchase ☒ Lease ☐ Other: _____

INVOICE TO Account #	SOLD TO Account # PR 0004102807	SHIP TO Account #
Legal Name PALO VERDE COMMUNITY COLLEGE	Legal Name PALO VERDE COMMUNITY COLLEGE	Legal Name PALO VERDE COMMUNITY COLLEGE
Attn Line 1	Attn Line 1	Attn Line 1
Attn Line 2	Attn Line 2	Attn Line 2
Street Address ONE COLLEGE DRIVE	Street Address ONE COLLEGE DRIVE	Street Address ONE COLLEGE DRIVE
City BLYTHE State CA Zip 92225	City BLYTHE State CA Zip 92225	City BLYTHE State CA Zip 92225

Tax Exempt ☒ No ☐ Yes (Copy Required) Tax Exempt # _____
P.O. Required ☒ No ☐ Yes (Copy Required) P.O. # P.O. Expiration Date

Payment Terms: SEE LEASE

Credit Card ☐ Yes, I want to pay by Credit Card. Please provide contact name/phone below.
☐ Pay in Full (including applicable tax) ☐ Partial Payment, Amount $ _____
Contact Name: Phone:

Check Amount
Check #

Requested Delivery Date: SEE ATTACHED **Maintenance Contract** ☒ Accepted ☐ Declined

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER	PRICE EACH	EXTENDED
7	A2X1017	BIZHUB C654E			
7	7670525508	DELIVERY CHARGE - LEVEL 3			
7	7640018095	BASIC NETWORK SERVICE - BNS05			
7	A3EPWY1	FS-534 50-SHEET STAPLING FINISHER			
7	A3ETW11	PK-520 2/3 HOLE PUNCH UNIT (FS-534)			
7	R5427000136466	AU-205H IC CARD READER			
7	XGPCS20DKM	ESP DIAGNOSTIC POWER FILTER 120			
7	A0W4WY2	WT-506 WORKING TABLE			
7	A4MF012	FK-511 FAX KIT			
7	7640015657	BIZHUB SECURE			

QTY	MATERIAL #	SUPPLY - MATERIAL DESCRIPTION		PRICE EACH	EXTENDED
7	A3VU430	TN-711C TONER CYAN (C754/C654: 31.	N/A		
7	A3VU130	TN-711K TONER BLACK (C754/C654/C6	N/A		
7	A3VU330	TN-711M TONER MAGENTA (C754/C65	N/A		
7	A3VU230	TN-711Y TONER YELLOW (C754/C654:	N/A		
			N/A		
			N/A		

Additional Charges:
☐ **Network** _____ ☐ **Removal** _____ ☐ **Other** _____

Additional Charges _____
TOTAL _____
(TOTAL is exclusive of applicable taxes)

Pick-Up **Requested Removal Date:** 06/30/2015

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER

Comments Utilizing FCCC Contract #CB13-011

If order is for a purchase of equipment, Customer's signature below acknowledges receipt of KMBS Sales Terms and Conditions "Schedule A" (Revised 03-30-09) and consent to their terms, which are incorporated into this agreement. 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 (plus applicable taxes). KMBS assumes no responsibility to pick-up, return to any party, and/or resolve any financial obligations on any existing Customer equipment except as specifically stated in this Agreement or separately executed form. Not binding on KMBS until signed by KMBS Manager.

Customer Name _____
Please Print

Signature _____
Authorized Representative of Customer Date

Title _____

KMBS Representative _____
Date

KMBS Manager _____
Please Print

_____
KMBS Manager Signature Date

KONICA MINOLTA

ORDER AGREEMENT

S00250360
06/24/15 02:31 pm
Order 3 of 5

Check Applicable Box ☐ Purchase ☒ Lease ☐ Other: _____

INVOICE TO	SOLD TO	SHIP TO
Account #	Account # PR 0004102807	Account #
Legal Name PALO VERDE COMMUNITY COLLEGE	Legal Name PALO VERDE COMMUNITY COLLEGE	Legal Name PALO VERDE COMMUNITY COLLEGE
Attn Line 1	Attn Line 1	Attn Line 1
Attn Line 2	Attn Line 2	Attn Line 2
Street Address ONE COLLEGE DRIVE	Street Address ONE COLLEGE DRIVE	Street Address ONE COLLEGE DRIVE
City BLYTHE State CA Zip 92225	City BLYTHE State CA Zip 92225	City BLYTHE State CA Zip 92225

Tax Exempt ☒ No ☐ Yes (Copy Required) Tax Exempt # _____
P.O. Required ☒ No ☐ Yes (Copy Required) P.O. # P.O. Expiration Date

Payment Terms: SEE LEASE

Credit Card: ☐ Yes, I want to pay by Credit Card. Please provide contact name/phone below.
☐ Pay in Full (including applicable tax) ☐ Partial Payment, Amount $ _____
Contact Name: Phone:

Check: Amount
Check #

Requested Delivery Date: SEE ATTACHED

Maintenance Contract ☒ Accepted ☐ Declined

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER	PRICE EACH	EXTENDED
8	7640019016	KM INSTALLATION OF PRINTPATH MF			
1	7640019015	KM INSTALLATION OF PRINTPATH SE			
8	PP20001	PRINTPATH SERVER (REQUIRES AT L			
1	PP20005	PRINTPATH SERVER (REQUIRES AT L			

QTY	MATERIAL #	SUPPLY - MATERIAL DESCRIPTION		PRICE EACH	EXTENDED
			N/A		
			N/A		
			N/A		
			N/A		
			N/A		
			N/A		

Additional Charges:

☐ **Network** _____ ☐ **Removal** _____ ☐ **Other** _____

Additional Charges _____
TOTAL _____
(TOTAL is exclusive of applicable taxes)

Pick-Up **Requested Removal Date:** 06/30/2015

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER

Comments

Utilizing FCCC Contract #CB13-011

If order is for a purchase of equipment, Customer's signature below acknowledges receipt of KMBS Sales Terms and Conditions "Schedule A" (Revised 03-30-09) and consent to their terms, which are incorporated into this agreement. 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 (plus applicable taxes). KMBS assumes no responsibility to pick-up, return to any party, and/or resolve any financial obligations on any existing Customer equipment except as specifically stated in this Agreement or separately executed form. Not binding on KMBS until signed by KMBS Manager.

Customer Name _____
Please Print

Signature _____
Authorized Representative of Customer Date

Title _____

KMBS Representative _____
Date

KMBS Manager _____
Please Print

_____
KMBS Manager Signature Date

KONICA MINOLTA

ORDER AGREEMENT

S00250360
06/24/15 02:31 pm
Order 4 of 5

Check Applicable Box ☐ Purchase ☒ Lease ☐ Other: _____

INVOICE TO Account #	SOLD TO Account # PR 0004102807	SHIP TO Account #
Legal Name PALO VERDE COMMUNITY COLLEGE	Legal Name PALO VERDE COMMUNITY COLLEGE	Legal Name PALO VERDE COMMUNITY COLLEGE
Attn Line 1	Attn Line 1	Attn Line 1
Attn Line 2	Attn Line 2	Attn Line 2
Street Address ONE COLLEGE DRIVE	Street Address ONE COLLEGE DRIVE	Street Address ONE COLLEGE DRIVE
City BLYTHE State CA Zip 92225	City BLYTHE State CA Zip 92225	City BLYTHE State CA Zip 92225

Tax Exempt ☒ No ☐ Yes (Copy Required) Tax Exempt # _____
P.O. Required ☒ No ☐ Yes (Copy Required) P.O. # P.O. Expiration Date

Payment Terms: SEE LEASE

Credit Card ☐ Yes, I want to pay by Credit Card. Please provide contact name/phone below.
☐ Pay in Full (including applicable tax) ☐ Partial Payment, Amount $ _____
Contact Name: Phone:

Check Amount
Check #

Requested Delivery Date: SEE ATTACHED **Maintenance Contract** ☒ Accepted ☐ Declined

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER	PRICE EACH	EXTENDED
1	7640008085	SOLUTIONS DELIVERY CHARGE - LEV			
8	7640018693	INSTALLATION BY KMBS OF SCANPAT			
1	7640018692	INSTALLATION BY KMBS OF SCANPAT			
1	SP40000ME	EXTENDED YEAR MAINTENANCE, SCA			
8	SP40001ME	EXTENDED YEAR MAINTENANCE, SCA			
1	SP40000	SCANPATH, CONNECTION TO FIRST M			
8	SP40001	SCANPATH; EACH ADDITIONAL MFP(S			

QTY	MATERIAL #	SUPPLY - MATERIAL DESCRIPTION		PRICE EACH	EXTENDED
			N/A		
			N/A		
			N/A		
			N/A		
			N/A		
			N/A		

Additional Charges:
☐ Network _____ ☐ Removal _____ ☐ Other _____

Additional Charges _____
TOTAL _____
(TOTAL is exclusive of applicable taxes)

Pick-Up **Requested Removal Date:** 06/30/2015

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER

Comments Utilizing FCCC Contract #CB13-011

If order is for a purchase of equipment, Customer's signature below acknowledges receipt of KMBS Sales Terms and Conditions "Schedule A" (Revised 03-30-09) and consent to their terms, which are incorporated into this agreement. 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 (plus applicable taxes). KMBS assumes no responsibility to pick-up, return to any party, and/or resolve any financial obligations on any existing Customer equipment except as specifically stated in this Agreement or separately executed form. Not binding on KMBS until signed by KMBS Manager.

Customer Name _____
Please Print

Signature _____
Authorized Representative of Customer Date

Title _____

KMBS Representative _____ Date

KMBS Manager _____
Please Print

_____
KMBS Manager Signature Date

KONICA MINOLTA

ORDER AGREEMENT

S00250360
06/24/15 02:31 pm
Order 5 of 5

Check Applicable Box ☐ Purchase ☒ Lease ☐ Other: _____

INVOICE TO	SOLD TO	SHIP TO
Account #	Account # PR 0004102807	Account #
Legal Name PALO VERDE COMMUNITY COLLEGE	Legal Name PALO VERDE COMMUNITY COLLEGE	Legal Name PALO VERDE COMMUNITY COLLEGE
Attn Line 1	Attn Line 1	Attn Line 1
Attn Line 2	Attn Line 2	Attn Line 2
Street Address ONE COLLEGE DRIVE	Street Address ONE COLLEGE DRIVE	Street Address 725 W. BROADWAY ST.
City BLYTHE State CA Zip 92225	City BLYTHE State CA Zip 92225	City NEEDLES State CA Zip 92363

Tax Exempt ☒ No ☐ Yes (Copy Required) Tax Exempt # _____
P.O. Required ☒ No ☐ Yes (Copy Required) P.O. # P.O. Expiration Date

Payment Terms: SEE LEASE

Credit Card ☐ Yes, I want to pay by Credit Card. Please provide contact name/phone below.
☐ Pay in Full (including applicable tax) ☐ Partial Payment, Amount $ _____
Contact Name: Phone:

Check Amount
Check #

Requested Delivery Date: SEE ATTACHED **Maintenance Contract** ☒ Accepted ☐ Declined

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER	PRICE EACH	EXTENDED
1	A2X1017	BIZHUB C654E			
1	7670525508	DELIVERY CHARGE - LEVEL 3			
1	7640018095	BASIC NETWORK SERVICE - BNS05			
1	A3EPWY1	FS-534 50-SHEET STAPLING FINISHER			
1	A3ETW11	PK-520 2/3 HOLE PUNCH UNIT (FS-534)			
1	R5427000136466	AU-205H IC CARD READER			
1	XGPCS20DKM	ESP DIAGNOSTIC POWER FILTER 120			
1	A0W4WY2	WT-506 WORKING TABLE			
1	A4MF012	FK-511 FAX KIT			
1	7640015657	BIZHUB SECURE			

QTY	MATERIAL #	SUPPLY - MATERIAL DESCRIPTION		PRICE EACH	EXTENDED
1	A3VU430	TN-711C TONER CYAN (C754/C654: 31.	N/A		
1	A3VU130	TN-711K TONER BLACK (C754/C654/C6	N/A		
1	A3VU330	TN-711M TONER MAGENTA (C754/C65	N/A		
1	A3VU230	TN-711Y TONER YELLOW (C754/C654:	N/A		
			N/A		
			N/A		

Additional Charges:
☐ Network _____ ☐ Removal _____ ☐ Other _____

Additional Charges _____
TOTAL _____
(TOTAL is exclusive of applicable taxes)

Pick-Up **Requested Removal Date:** 06/30/2015

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER

Comments
Utilizing FCCC Contract #CB13-011

If order is for a purchase of equipment, Customer's signature below acknowledges receipt of KMBS Sales Terms and Conditions "Schedule A" (Revised 03-30-09) and consent to their terms, which are incorporated into this agreement. 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 (plus applicable taxes). KMBS assumes no responsibility to pick-up, return to any party, and/or resolve any financial obligations on any existing Customer equipment except as specifically stated in this Agreement or separately executed form. Not binding on KMBS until signed by KMBS Manager.

Customer Name _____
Please Print

Signature _____
Authorized Representative of Customer Date

Title _____

KMBS Representative _____
Date

KMBS Manager _____
Please Print

_____
KMBS Manager Signature Date

S00250360
06/24/15 02:31 pm

KONICA MINOLTA

Maintenance Agreement

Customer Information

Sold to Acct #: 0004102807	Payer/Bill to Acct #:	Ship to Acct #:
Name: PALO VERDE COMMUNITY COLLEGE	Name: PALO VERDE COMMUNITY COLLEGE	Name: MULTIPLE SHIP TO LOCATIONS
Attn/Dept:	Attn/Dept:	Attn/Dept:
Ste/Rm:	Ste/Rm:	Ste/Rm:
Address: ONE COLLEGE DRIVE	Address: ONE COLLEGE DRIVE	Address:
City: BLYTHE	City: BLYTHE	City:
State: CA Zip: 92225	State: CA Zip: 92225	State: Zip:

Tax Exempt Customer? ☐ Yes ☒ No Tax Exemption Number: _____ Tax Exemption Certificate must be attached when applicable.

PO Required? ☐ Yes ☒ No PO Number: _____ PO Expiration Date: _____ PO must be attached when applicable.

☐ Individual PO ☐ Blanket PO PO Contact: _____ Email: _____ Ph: _____

Fleet Manager? ☐ Yes ☒ No Name: _____ Email: _____ Ph: _____

Coverage / Billing Options

Coverage Options:

MFP

Select Options:
- ☒ Supply Inclusive ☐ Staples Included
- ☐ After Hours Service - Requires After Hours Agreement
- ☒ Decline Digital Connected Support*

Wide Format

Select Options:
- ☐ Toner (Black Only)
- ☐ 20lb Bond Roll Paper
- ☐ Decline Digital Connected Support*

* Digital Connect Support will be added automatically billed at $12.00 per serial number monthly, unless declined above.

Billing Options:

	MFP	Wide Format
Initial Term in Months:	☐ 36 ☒ 48 ☐ 60 ☐ Other ____	☐ 36 ☐ 48 ☐ 60 ☐ Other ____
Flat Rate Frequency:	☒ Monthly ☐ Quarterly ☐ Annually	☐ Monthly
Meter Frequency:	☒ Monthly ☐ Quarterly ☐ Annually	☐ Monthly
Aggregate Volume:	☐ B/W ☐ Color	

All Devices

Effective Date: ☒ On Install ☐ Date: _____

Billing Day: ☒ Selected by KMBS ☐ Preferred Day: ____ (29th, 30th, and 31st are not an available selection)

Maintenance Pricing

Internal Use — MA #: _____

MFP

Item	Model Description	Serial Number	Type	Monthly Minimum Volume	Monthly Flat Rate $	Cost Per Copy Rate $	Start Meter	Sub Fleet	Price Plan
1	BIZHUB C654E		Color	0	$ 0.00	0.04000			
			B/W	0	$ 0.00	0.00550			
2	BIZHUB C654E		Color	0	$ 0.00	0.04000			
			B/W	0	$ 0.00	0.00550			
3	BIZHUB C654E		Color	0	$ 0.00	0.04000			
			B/W	0	$ 0.00	0.00550			

☒ Additional Equipment on Schedule B

Wide Format

Item	Model Description	Serial Number	Type	Monthly Minimum Volume (Sq. Feet)	Monthly Flat Rate $	Cost Per Square Foot Rate $	Start Meter	Sub Fleet	Price Plan
1			Color						
			B/W						

☐ Additional Equipment on Schedule C

Comments

CPC COMMENTS -
UTILIZING THE FCCC CONTRACT #CB13-011 TERMS AND CONDITIONS.

Customer's signature below acknowledges receipt and consent to KMBS Standard Maintenance Terms and Conditions "Schedule A" dated 09/01/2014. Not binding on KMBS until signed by KMBS Manager.

Customer Name: _____ (Please Print) KMBS Representative: _____

Customer Title: _____ KMBS Manager Name: _____ (Please Print)

Customer Signature: _____ Date: _____ KMBS Manager Signature: _____ Date: _____

For Internal Use

Maintenance: ☐ with Equipment Order ☐ Maintenance Only ☐ Billed by KMBS ☐ Billed by Lease Company ☐ Dealer Serviced

	Sales Rep Number	Sales Rep Name	Sales Rep Email Address
Originating:	4706625	REMON ZABANEH	
Order Taking:	4658551	LUCIO PEREZ	LPEREZ@KMBS.KONICAMINOLTA.US
Servicing:	4658551	LUCIO PEREZ	LPEREZ@KMBS.KONICAMINOLTA.US

Sales District: 46508

Processed: ☐ Branch ☒ Windsor

KONICA MINOLTA

S00250360
06/24/15 02:31 pm

Additional Equipment - Schedule B

Maintenance Pricing								Internal Use MA #:	
Item	MFP Model Description	MFP Serial Number	Type	Monthly Minimum Volume	Monthly Flat Rate $	Cost Per Copy Rate $	Start Meter	Sub Fleet	Price Plan
1	BIZHUB C654E		Color	0	$ 0.00	0.04000			
			B/W	0	$ 0.00	0.00550			
2	BIZHUB C654E		Color	0	$ 0.00	0.04000			
			B/W	0	$ 0.00	0.00550			
3	BIZHUB C654E		Color	0	$ 0.00	0.04000			
			B/W	0	$ 0.00	0.00550			
4	BIZHUB C654E		Color	0	$ 0.00	0.04000			
			B/W	0	$ 0.00	0.00550			
5	BIZHUB C654E		Color	0	$ 0.00	0.04000			
			B/W	0	$ 0.00	0.00550			
6	BIZHUB C654E		Color	0	$ 0.00	0.04000			
			B/W	0	$ 0.00	0.00550			
7			Color						
			B/W						
8			Color						
			B/W						
9			Color						
			B/W						
10			Color						
			B/W						
11			Color						
			B/W						
12			Color						
			B/W						
13			Color						
			B/W						
14			Color						
			B/W						
15			Color						
			B/W						
16			Color						
			B/W						
17			Color						
			B/W						
18			Color						
			B/W						
19			Color						
			B/W						
20			Color						
			B/W						
21			Color						
			B/W						
22			Color						
			B/W						
23			Color						
			B/W						
24			Color						
			B/W						
25			Color						
			B/W						
26			Color						
			B/W						
27			Color						
			B/W						
28			Color						
			B/W						
29			Color						
			B/W						
30			Color						
			B/W						

Customer Initials: _____

Form: 1011B-090114-C

FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES
www.foundationccc.org

FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES ADMINISTRATIVE SERVICES AGREEMENT

CB 13-011

This ADMINISTRATIVE SERVICES AGREEMENT ("Agreement") is made this **10th day of September, 2013**, between the Foundation for California Community Colleges ("Foundation") and **Konica Minolta Business Solutions U.S.A., Inc.** ("Supplier").

RECITALS

The Foundation desires to have **Konica Minolta Business Solutions U.S.A., Inc.** ("Supplier") provide (Services/Products) as described in RFP #13-001, which in its entirety shall serve as Exhibit C.

This Agreement provides that any or all public agencies, public and private school districts, public and private colleges or universities, or the Foundation in California (collectively, "Participating Public or Private Agencies") based in the state of California may purchase Products at prices stated in the RFP #13-001, upon mutual acceptance and subject to prior credit approval by Supplier of each participating agency;

THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, the Foundation and Supplier hereby agree as follows:

TERMS AND CONDITIONS

1. The Supplier shall perform all of its duties, responsibilities, and obligations in the time and manner as required to be performed by the Supplier as set forth in the Agreement.

2. The Foundation shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Agreement as set forth herein, and the Supplier hereby agrees that the Foundation shall act in the capacity of administrator of purchases under the Agreement.

3. With respect to any purchases by Participating Public or Private Agencies pursuant to the Agreement, the Foundation: (i) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of the Supplier or such Participating

Public or Private Agencies; (ii) shall not be obligated, liable or responsible for any order made by Participating Public or Private Agencies or any employee thereof under the Agreement, or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable, or responsible for any failure by any Participating Public or Private Agencies to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the Agreement. The Foundation makes no representation or guaranty with respect to any minimum purchases by any Participating Public or Private Agencies or any employee thereof under this Agreement or the Agreement.

4. With response to Supplier use of Subcontractors: within ten (10) days of the issuance of a Purchase Order or other instrument evidencing the procurement of Cost Per Copy Print Services (Purchase and/or Lease Options) under this Agreement, the Supplier shall provide the Participating Public or Private Agency issuing such Purchase Order or other instrument with a written list of Subcontractor(s) to the Supplier for completing the Supplier's obligations under such Purchase Order. The written list of Subcontractors shall identify each Subcontractor who will provide work, labor, or materials valued at one-half of one percent (0.05%) of the total value of the Purchase Order and shall identify the work to be performed by each such Subcontractor and each Subcontractor's business location. The Supplier shall not substitute any listed Subcontractor, except upon the express consent of the Participating Public or Private Agency, as applicable and in strict conformity with applicable law.

5. Insurance. Within ten (10) days of the issuance of a Purchase Order or other similar instrument for the procurement of Cost Per Copy Print Services (Purchase and/or Lease Options) under this Agreement, the Supplier and each Subcontractor, identified in its Subcontractors List issued by the Supplier for such Purchase Order, shall deliver to the Foundation, and to the Participating Public or Private Agency issuing the Purchase Order or other similar instrument, Certificates of Insurance evidencing the insurance coverage in the minimum coverage amounts noted below. The foregoing notwithstanding, a Participating Public or Private Agency may require additional or different insurance coverage or minimum coverage amounts in connection with any specific procurement of Cost Per Copy Print Services (Purchase and/or Lease Options). In such event, to ensure appropriate Supplier compliance, a written request for consideration of such additional or different insurance requirements shall first be made to Supplier prior to issuance of a Purchase Order or other instrument evidencing the procurement of Cost Per Copy Print Services (Purchase and/or Lease Options), and the Supplier shall comply with the same.
    a. Workers' Compensation Insurance. The Supplier and all Subcontractors shall obtain and maintain Workers' Compensation Insurance with coverage amounts under such policies in accordance with applicable law.
    b. Commercial General Liability Insurance. The Supplier and all Subcontractors to the Supplier shall obtain and maintain Commercial General Liability Insurance Policies covering: injuries, including accidental death, to persons; damage to property; completed operations; and contractual liability. Minimum coverage amounts under each such Commercial General Liability insurance policy shall be One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate.

c. Professional Liability Insurance. The Supplier and all Subcontractors to the Supplier shall obtain and maintain Professional Liability Insurance policies covering liability arising from any error, omission, negligent or wrongful act of the Supplier or Subcontractor with limits of not less than $1 million per occurrence and $2 million aggregate.

d. Modifications; Cancellation; Additional Insured. The Foundation and each Participating Public or Private Agency procuring Cost Per Copy Print Services hereunder shall be included as an additional insured to the Commercial General Liability insurance policies of the Supplier and its Subcontractors for each specific procurement of Cost Per Copy Print Services (Purchase and/or Lease Options). The Workers' Compensation insurance policy, the General Liability insurance policy, and the Professional Liability insurance policy of the Supplier and each Subcontractor for each specific procurement of Cost Per Copy Print Services (Purchase and/or Lease Options) shall include provisions that the policy terms will not be materially modified and that the policy will not be cancelled or terminated without at least thirty (30) days advance written notice to the Participating Public or Private Agency, as applicable.

6. Performance Bond. Purchase Order or other similar instrument; provide the Participating Public or Private Agency with a Performance Bond in connection with a specific procurement of Cost Per Copy Print Services (Purchase and/or Lease Options). If required, the Performance Bond shall be in the form and content included in the RFP and shall be in a penal sum equal to One Hundred Percent (100%) of the value of such Purchase Order or other instrument. Performance Bonds, if required, shall be acceptable only if issued by an Admitted Surety Insurer under California law.

SPECIFIC PROVISIONS

7. Term. The Term of this Agreement will be for two (2) years, commencing on the date set forth in the Agreement and terminating two (2) years thereafter. The Foundation and Supplier, upon mutual consent, shall have the option to extend the Term for three (3) additional one (1) year Terms ("the Extended Terms') by written notice not less than one (1) month prior to and not more than three (3) months prior to expiration of the Term or the Extended Term, as applicable. If the option for the Extended Terms are exercised, all terms and conditions set forth herein shall be applicable to the Extended Terms, except as expressly modified by written modifications duly executed on behalf of the Foundation and the Supplier. In the event that any of, or a portion of, the extension options are not exercised and additional time is required by the Foundation to initiate a new RFP and subsequent Agreement, the Supplier agrees to continue to provide goods and/or services to the Participating Public or Private Agencies on a month to month basis, for a period not to exceed six (6) months, at the prices, terms and conditions currently at the Agreement expiration date.

8. Right to Terminate. Foundation has the right to terminate this Agreement for any reason, without penalty, at any time by providing Supplier with written notice of the termination

at least thirty (30) days in advance. Termination by Participating Agency will refer to Exhibit B (Special Terms and Conditions. Termination of Contract by Participating Agency only for Termination terms and conditions.)

QUARTERLY FEES & REPORTING

9. Accounting and Right to Audit. Supplier shall, at its expense, maintain accounting of all purchases made by Participating Public or Private Agencies. The Foundation reserves the right to audit the accounting for a period of four (4) years from the date the Foundation receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by the Foundation. Furthermore, the Foundation, at its sole discretion, may compare Participating Public or Private Agency Records with quarterly reports submitted by Supplier. If a discrepancy is found, the Foundation will notify the Supplier in writing. The Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to the Foundation's reasonable satisfaction. If the Supplier does not resolve the said discrepancy, the Foundation shall have the right to engage outside services to conduct an independent audit of the Supplier's quarterly reports. The Supplier shall be obligated to reimburse any and all of the Foundation's costs and expenses related to or connected with the record and report reviews; the audit; Foundation staff time; and expenses, counsel, and collection.

10. Quarterly Fees and Reports. Supplier shall pay the Foundation a quarterly administrative fee in the amount of 2% of the total purchase invoice, less taxes for all purchases by Participating Public or Private Agencies under the awarded RFP, and shall provide the Foundation with an electronic accounting report, in a format prescribed by the Foundation, summarizing all purchases under the Agreement. A sample of the reporting format appears in Attachment 2. Quarterly fees and reports shall be made with respect to all purchases shipped and billed pursuant to the Agreement for the applicable quarter. Quarterly reports are due within fifteen (15) calendar days after the conclusion of the preceding quarter. Quarterly administrative fees applicable to each quarter, are due within thirty (30) days of the end of each calendar quarter. The Foundation reserves the right, upon thirty (30) days advance notice to the Supplier, to change the prescribed reporting format. Administrative fee payments shall be made by check to the Foundation for California Community Colleges.

11. Material Breach. Failure to provide a quarterly report and/or payment of the administrative fee within the time and manner specified in item 10 shall be regarded as a material breach under this Agreement, and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Agreement. All administrative fees not paid within thirty (30) days of the end of each quarter shall bear interest at the rate of 1 1/2% per month until paid.

12. Errors and Omissions on Quarterly Reporting and Overpayment of Administrative Fee to the Foundation. Supplier is provided ninety (90) days or until the conclusion of the subsequent quarter (whichever comes first) from when a quarterly report was due or

submitted, to correct error(s) and/or omission(s) on a quarterly report; and/or to recover an overpayment of the administrative fee from the Foundation. Once the ninety (90) days or the conclusion of the subsequent quarter (whichever comes first) has lapsed, the Foundation reserves the right to retain the amount of the overpaid administrative fee. The Foundation also reserves the right to recover any unpaid administrative fee(s) from the Supplier discovered during an audit conducted pursuant to Section 10 above, and/or the correction of error(s) and/or omission(s) on quarterly report(s).

GENERAL PROVISIONS

13. Supplier may submit for review new or enhanced products within the various Applications specified in the RFP #13-001 that were not part of the Supplier's product line at contract signing. The Foundation will review the products to ensure they meet minimum requirements and at the Foundation's sole discretion, add products to the contract if deemed acceptable. Supplier must honor enhanced warranty and offer same tiered discount (for similar application) from original RFP response.

14. This Agreement constitutes the entire, complete, final and exclusive agreement between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior and contemporaneous communications between Foundation and Supplier regarding such subject matter. Any terms and conditions which are additional to or different from the terms and conditions of this Agreement are hereby deemed rejected by Foundation and shall not be of any effect or in any way binding upon Foundation. To the extent that the terms and conditions of this Agreement conflict with, or are in any way inconsistent with, the terms and conditions of any exhibit hereto, the terms and conditions of this Agreement will prevail. The exhibits will be given precedence as follows: (1) Mandatory Performance of Services Specifications (Exhibit A); (2) Special Terms and Conditions (Exhibit B); (3) Request for Proposal or RFP (Exhibit C); and (4) Supplier Response to the RFP (Exhibit F).

15. Any use of the Foundation or CollegeBuys name or logo by the Supplier in marketing materials including but not limited to: press releases, print pieces, broadcast emails, and website postings, requires prior review and written approval from the Foundation.

16. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which the prevailing party may be entitled.

17. This Agreement and the Foundation's rights and obligations hereunder may be assigned, at the Foundation's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform the Foundation's obligations hereunder. This Contract shall not be assignable by the Supplier in whole or in part without the written consent of the Foundation. For the purpose of this paragraph, Foundation will not unreasonably prohibit Supplier from freely assigning its rights for third party financing and invoicing purposes, subject to prior credit approval, provided that Contractor remains responsible for its obligations hereunder. All reports, notices, and other written or

electronic communications given hereunder shall be delivered by email or by express delivery requiring signature on receipt to the addresses as set forth below. The Foundation may, by written or electronic notice delivered to the Supplier, designate any different electronic or physical addresses to which subsequent reports, notices or other communications shall be sent.

A. Foundation

Foundation for California Community Colleges
1102 Q Street, Suite 3500
Sacramento, CA 95814
Attn: Jorge J.C. Sales, Director of CollegeBuys
Email: jsales@foundationccc.org

B. Supplier

Konica Minolta Business Solutions
Address:

_____

Attn:
Phone:
Email:

19. Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative, or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative, or unenforceable to any extent whatever.

20. This Agreement may not be effectively amended, changed, modified, altered, or terminated without the prior written consent of the parties hereto.

21. General Indemnity. Each party to this Agreement ("Indemnitor") agrees to indemnify, defend and hold harmless the other, and its directors, officers, employees, successors and assigns (collectively, "Indemnitees") against any and all losses, liabilities, claims, actions, suits, proceedings, penalties, fines, damages, costs or expenses, including, but not limited to, reasonable attorneys' fees (including fees and disbursements of in-house and outside counsel), property damage, loss of use, maintenance, cure, or wages, and personal injury or illness and/or death, resulting from, arising out of, or connected with the performance of services or any error, act or omissions related to the same by Indemnitor or its employees, subcontractors, or any person or entity for whom the Indemnitor is responsible under this Agreement. The Indemnitor assumes no liability for the sole negligence or willful misconduct of the Indemnitees. It is the intention of the Parties that where the fault of Foundation and Supplier is determined to have been contributory to a matter subject to this Section 21, principles of comparative fault shall be followed and each party shall bear the proportionate cost of any share of such proportional comparative fault and pay such proportionate cost of any defense and indemnity attributable to the fault of that party, its directors, officers, employees, subcontractors, or any person or entity for whom the Indemnitor is responsible under this Agreement.

22. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of California, by a California court of appropriate jurisdiction, as a contract executed and delivered within the State of California.

23. This Agreement shall inure to the benefit of and shall be binding upon the Foundation, the Supplier, and any successor and assign thereto subject, however, to the limitations contained herein.

IN WITNESS WHEREOF, the Foundation for California Community Colleges has caused this Agreement to be executed in its name, and the Supplier has caused this Agreement to be executed in its name, all as of the date first above written.

FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

By Melissa Conner
[typed name]
Title Vice President, Advancement

Date 9/13/13

By Joseph Quintana
[typed name]
Title Vice President, Program Development

Date 9/13/13

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

By William Troxil
[typed name]
Title President + COO

Date Sept. 25, 2013

EXHIBIT A

MANDATORY PERFORMANCE SPECIFICATIONS

EXHIBIT A
Pages 24 through 30

RFP #13-001
COST PER COPY PRINTING SERVICES

MANDATORY PERFORMANCE AND SERVICE SPECIFICATIONS

Listed below are the specific **Mandatory** performance and service requirements for the Cost per Copy Printing Services subject to this RFP. This form must be completed and submitted with the RFP. **The completed form of the following *Performance & Service Specifications* must be executed where noted by a responsible and authorized employee or officer of the Provider submitting the response. If a Vendor does not provide a response to any portion of the Performance & Service Specifications, the Vendor will, for such portion, be deemed to have provided a "No" response.** Each requirement includes a specific explanation of its value to the Participating Agencies, and all are considered mandatory to provide. Please answer Yes if you currently provide, or will provide if awarded, this requirement as part of your corporate service provider or product capability, and please answer. No if you do or will not. Also indicate in the appropriate column if the requirement is offered as standard or optional as listed in Exhibit D. The "Vendor Comment" space is the only location that Vendors are permitted to provide other information relative to the criterion listed above each section.

Criterion/ Category	Item	Requirement	Justification	Meet/ Y or N
-A- Manufacturer Requirements: Hardware	1	All hardware products provided must bear the ENERGY STAR Rating label.	Ensures the agency of sustainability credits and realize a reduction of expenditures over time.	Y
	2	All hardware products must be new, original OEM unused devices, and be of the latest design and technology from the vendor's most current product lines.	Ensures all devices have the most current functionality and security options.	Y
	3	All hardware products must include a broad range of device options listed by Vendor in Exhibit D intended to support the office or workgroup environment in the creation, management, production, and distribution of documents.	Ensures the agency has appropriate choices to meet the needs of each department from the most basic to multi-functioning devices.	Y
	4	All hardware must be capable of integrating with common Pay to Print software programs utilized in campus administrative applications.	Ensures the agency need not replace hardware due to lack of compatibility, reducing revenues.	Y
	5	All hardware must be capable of limiting color copying to only those users that have been authorized by the agency.	Reduces the risk of excess expenditures.	Y

	6	All hardware must provide clear and concise user interface instructions.	Reduces the potential for user error, saving money over time.	Y
	7	All hardware must have capability to integrate with software that suggests cost effective printing options to users in real time, and re-direct large print jobs to lower cost devices or devices not being used at time of job.	Reduces potential for excess costs, and ensures users are aware of the most cost-effective strategies for each print job.	Y
	8	All hardware products must provide mechanisms for securely storing all data housed on the machine's storage device, and for permanently deleting such data on periodic intervals. Machines must require all users, including operators, to provide authentication for accessing data.	Protects sensitive data for the Participating Agency, reducing exposure to legal actions.	Y
	9	Hardware must provide service alerts and supply replacement requirements through remote notification.	Reduces the number of staff needed to manage copy services while providing the user a productive experience.	Y
	10	All technical information, maintenance instructions and related equipment data must be provided in electronic format to the Participating Agency as part of their contract pricing.	Assures the agency that all critical information can be easily disseminated and utilized.	Y
	11	All products must be maintained locally by certified vendor technicians to achieve maximum productivity and performance during contract period, including Break/Fix service items and labor to maintain the equipment in optimal fashion over the life of the contract.	Assures the Participating Agency that they will not suffer product breakdown over contract period.	Y
	12	All Inclusive Service and Supply CPC Lease pricing and All Inclusive Service and Supply CPC Purchase pricing must include all parts, labor and consumables (except paper and staples) necessary to generate printed documents. All consumables will be included without added charge, regardless of actual volume created by the fleet or individual machines.	Assures that Participating Agency that their budgeting for printing will be appropriate and will not require augmentation if appropriately scaled to the needs of the department.	Y
Vendor Comments on Section A (50 Words or Less)				

-B- Manufacturer Requirements: Software	1	Copy, Scan, Print, Fax capabilities must interface with agency's current operating system (both Mac and Windows) without the requirement of ancillary programs, host computers or patches to make functional.	Reduces the possibility of additional expenditures to the agency.	Y
	2	Provide capability to send out automatic notifications to administrators and departments when the quantity of copies are approaching pre-set limits, when overage charges are in effect, and when overage charges reach set amounts.	Reduces the likelihood that participating agencies will be subject to unanticipated costs and reduces the overall impact of those costs.	N/A - KM is proposing a per-click program
	3	Provide software updates for three (3) years at no additional cost to the agency (Note: Award will only be given to vendors who offer solutions that do not require print drivers or a DCA to be loaded on individual computer within a Participating Agency's network.	Protects the initial investment and reduces maintenance cost for the first three (3) years of the product life.	Y
	4	Provide security which includes Image Overwrite and HDD Encryption.	Protects the confidential information of users and agency.	Y*
	5	Provide secure print queue for all projects, accessible only by Program or Network Administrator or specific project initiator.	Ensures the user's information will be safe and secure, and reduce potential risk expenditures for the agency.	Y
	6	Provide administrative access to customize and generate a wide range of usage reports on demand.	Reduces the potential for cost overruns or departmental excesses.	Y
	7	Provide capability for user to release only specific jobs sent to the hardware, rather than all jobs submitted to the device.	Reduces the potential for excess costs being incurred due to errors.	Y
	8	Provide capability for user codes to be "pushed" to each device electronically.	Reduces productivity issues for the Agency.	Y
	9	Demonstrate ability to limit agency's exposure to all forms of fraud and abuse related to the hardware and software.	Increases the agency's confidence that fraud will not be an issue.	Y*
	10	Provide capability within all equipment to add (if not required as a minimum requirement in Exhibit C1) Super G3 Fax, Scan to Email, Scan to File, Scan to FTP and Twain Scanning services without changing hardware.	Minimizes potential downtime for Participating Agency if features are desired after initial equipment set-up.	Y

Vendor Comments on Section B (50 Words or Less)	Requirement #4 & #9 - Konica Minolta is ISO 15408 certified and EAL 3. The certifications exceed the Foundation's original request. Requirement #2: KMisproposingaper-clickprogram			
-C- Implementation Requirements: On-site	**1**	Be willing to work with the Participating Agency's authorized consultant when performing a site audit to determine current usage of printing equipment, and make responsible recommendations for contract pricing tiers specific to Agency's needs.	Assures Participating Agency that they will be provided with the appropriate equipment and contract pricing for their needs, reducing waste.	Y
	2	Provide on-site representatives to assist in the facilitation of a new program, with a minimum of three (3) trainings per year, at no additional cost to the Agency.	Increases success of the implementation, training and overall utilization of the program, saving the Agency time and money.	Y
	3	Provide certified installation technicians who will be responsible for establishing the proper and most efficient connection of all equipment to the Participating Agency's network.	Ensures that the proper connectivity will result in the most efficient utilization of hardware for the Agency.	Y
	4	Demonstrate a proven methodology to trouble-shoot implementation issues as they occur, with little to no impact to the Agency, including Post-Implementation Review.	Reduces potential costs and loss of productivity for the Agency.	Y
	5	Provide all manufacturer-recommended servicing at proscribed intervals and document servicing record to Participating Agency within five (5) days of service completion, via electronic means.	Reduces potential costs and loss of productivity for the Agency.	Y
	6	Provide Participating Agency with all manufacturer's Preventative Maintenance Schedules prior to operation of units. All documentation shall be soft copy.	Assures Participating Agency that vendor will adhere to effective maintenance schedules, improving overall quality of performance.	Y
	7	Provide on-line user directions and manuals, FAQ access and other relevant access to users and Program Administrator.	Reduces potential costs and loss of productivity for the Agency.	Y
Vendor Comments on Section C (50 Words or Less)				

-D- Service Requirements: Post-Implementation Expectations	**1**	Provide both web-based, available 24/7, and toll-free customer service for users, available during standard working hours (Monday to Friday, 8:00am to 5:00pm), and provide single point of contact Customer Service Manager.	Reduces staff time and energy to resolve issues, increasing satisfaction and saving the agency money.	Y
	2	Provide a *dedicated* Customer Service representative to the agency, who has community college experience, and will be available to the agency contact during normal working hours.	Provides a single point of contact familiar with their needs, reducing the potential that a staff member will be required to "reintroduce" their account to a new person each time there is an issue, saving the agency time and money.	Y
	3	Provide monthly statements to include all agreed upon data fields in an electronic format to each agency's Program Administrator on any date requested.	Allows accounting department staff to reconcile in real time, reducing time and money spent.	Y
	4	For all equipment, respond to a service request for hardware and or software related issues within five (5) business hours of receipt. If the hardware repair cannot be completed in the field within two business days of the initial call for service, a "like" temporary replacement (temporary replacement requirement does not apply to Production Print Equipment) shall be provided at no additional charge to the agency until repair is completed.	Reduces the amount of lost productivity for the agency, and reduces the frustration felt by the users, saving time and expense.	Y
	5	Provide a minimum 95% Uptime Guarantee to all Participating Agencies for the life of the contract agreement.	Increases potential of satisfaction for Participating Agency. Reduces potential costs and loss of productivity for the agency. Reduces staff time and energy to resolve issues, increasing satisfaction.	Y
	6	Accept a minimum of one (1) payment from agency each month to cover all outstanding balances (within thirty (30) days of receipt of Provider's invoice).	Reduces the amount on internal paperwork and payment generation for agency.	Y*
	7	Allow for the customization of details, pertaining to the delivery method (electronic and hard copy), and desired beginning billing date for each agency.	Provides for the effective integration of the program into existing agency protocols.	Y
	8	Conduct Customer Satisfaction Surveys within thirty (30) days of request by Agency to ascertain status of contract services and equipment at Participating agency. Commit to satisfactorily addressing all concerns within fourteen (14) days of completion of surveys.	Increases potential of satisfaction for Participating Agency, and ensures enterprise-level commitment by Vendor.	Y

	9	Vendor must be willing to credit all images produced on equipment that have failed the 95% Uptime Guarantee during the ninety day period being measured.	Provides enterprise-level partnership in the overall success of the program, and increases potential for appropriate management of equipment by vendor.	Y*
	10	Provide invoicing to agency only for legally allowable costs, according to all applicable laws, including all costs that were actually incurred by the agency.	Prevents erroneous billing for services and costs that are not the liability of the participating agency,	Y
	11	Provide internal relocations within a campus of vendor owned equipment at no cost to the Participating Agency over the life of the contract not to exceed one move per machine per year.	Protects the vendor's investment and reduces cost of ownership for Agency.	Y
	12	Provide to each Participating Agency a monthly report in electronic format noting the previous thirty (30) day service record, uptime record per machine, response time for all issues, and operating volumes per contract category.	Provides Participating Agency with valuable information to manage program internally, and demonstrates vendor's commitment to the program's success.	Y
Vendor Comments on Section D (50 Words or Less)	Requirement #6 - Konica Minolta payments terms are N30 from date of invoice. Requirement #9 - Konica Minolta will collmit to a 95% average fleet up-time over a 90- consecutive day period of time for operating hours of 8am-5pm, Mon.-Fri., exclusive of KM holidays. Should a college's KM Fleet fall belowthis average for KM devices under continuous KM full service maintenance contract, Vendor shall provide impacted college with a 5% service invoice credit for that same period of time where the average fell below the guaranteed 95% level.			
-E- End of Life Expectations	1	Offer an optional program, compliant with California Education Code sections 81454 and 81455, that allows the agency to trade in owned copying equipment as part of a new CPC agreement. Values for trade-ins will be negotiated by the Successful Vendor and agency at the time of the transaction, and may not include any disposal or shipping fees.	Promotes the on-going utilization of more efficient and effective equipment, and improves the transition from one contract to another.	Y
	2	Provide a bonded program to securely destroy the hard drive memory at the end of contract or life for any MFP device, as well as allow for agencies to retain and destroy hard drives at their location.	Assures that the sensitive data stored on a device will be destroyed, reducing the risk of exposure or fraud.	
	3	Provide, at no cost to the agency, pick up or arrange for the return of all hardware devices, including packing and shipping.	Ensures the agency is not subject to hidden end-of-life costs associated with contract.	
Vendor Comments on Section E (50 Words or Less)				

- F - Overall Performance Specifications	1	TOTAL COST OF OWNERSHIP: Provide competitive pricing, offering robust services that are exemplary, and a single source option that address the unique business issues that these institutions experience; Provide competitive pricing for paper and supplies to reduce on-going expenses; Provide hardware and software that will actively reduce lifecycle costs from the agency, including ways to reduce additional charges over the life of the contract; Develop specific strategies to lower End of Life expenditures, energy consumption, and liability exposure; Provide comprehensive audit services, in collaboration with Participating Agency or Foundation representatives if requested, to support the reduction of required hardware for printing across the organization; Provide evidence-based recommendations to Participating Agency in order to reduce overall set-up and use costs; Establish effective and measureable protocols to minimize the Participating Agency's expenditures related to copy/print usage and supplies; Provide sound recommendations for Digital Copying/printing limits based on historical data to reduce expenditures on overage fees.
	2	CUSTOMER SERVICE AND RESPONSIVENESS: Provide effective internal tracking and reporting mechanisms to document consistency of service and quality assurance programs at every level of utilization; Demonstrate successful experience in similar public higher educational environments, preferably in Community Colleges; Provide rapid and effective responses to training needs; Provide local support to match the program needs with the appropriate hardware/ software solutions and address changes to the agency's needs as they evolve.
	3	FLEXIBILITY: Demonstrate capability for adjusting to new and future requirements as programs change; Provide wide range of options to reduce energy consumption, reduce waste and expenditures for agency; Provide incentives for agency to upgrade and modernize their hardware and/or software investments, including existing and non-contract items.

EXHIBIT B

SPECIAL TERMS AND CONDITIONS

Notwithstanding anything to the contrary stated elsewhere in the Foundation's Administrative Services Agreement (Agreement), RFP #13-001, and the attachments thereto, or incorporated therein by reference thereto, the following Special Terms and Conditions (Exhibit B) shall apply to the Supplier for Cost Per Copy Print Services and the performance of services and installation of the product by the Supplier to any college or participating public agency.

Exhibit B is placed in this Agreement in consideration of unique situations and practices of the industry to which this Agreement refers to. Exhibit B outlines considerations derived from Supplier(s) response to RFP # 13-001. All other exceptions, deviations, or exclusions notated and/or submitted by the Supplier are null and void unless addressed in this Exhibit.

Contract. Hereto forward the agreement between Participating Agency and Supplier that fall under the Terms and Conditions of this Agreement shall be referred to as "Contract".

Pricing Guarantee. Cash purchase and maintenance pricing will remain firm for the term of the Contract for the initial proposed models under this Agreement. Lease pricing will change only in accordance with published lease factor changes as they relate to Municipal Leases with $1.00 purchase/buyout options.

a. Municipal Entity. Defined in this Agreement as any state, political subdivision of a state, or municipal corporate instrumentality of a state, including: any agency, authority, or instrumentality of the state, political subdivision, or municipal corporate instrumentality. This includes community colleges. As the author of this Agreement, the Foundation retains the right to purchase and/or lease under the terms of this Agreement, and the RFP.
b. Lease prices stated in Supplier's response to RFP #13-001 are valid for the initial ninety (90) days from proposal submission. Monthly lease prices on price schedules contained in this Agreement are for illustrative purposes only. Lease rate may only be adjusted if Supplier has a proven lease rate increase from their leasing entities. Supplier is to provide the Foundation with a copy of the new Lease Rate Card showing the increase. The Foundation will have 30 days to approve new prices and during such period Supplier shall notify all current or potential users of effective date of new prices. Once new pricing has been approved, that pricing must remain in effect for a minimum of 90-days. Supplier shall honor any outstanding quotations for a period of no less than 60 days after effective date of any approved lease price increase.

Termination of Contract by Participating Agency. If Services under this Agreement are terminated, Participating Agency and Supplier will continue with Contract already secured under this Agreement, remaining under the terms and conditions of this Agreement. Termination for convenience will apply to any pending or unshipped orders that have not met the conditions of Delivery and Acceptance at Participating Agency Separate and stand-alone leases entered into prior to the termination of this Agreement will be required to remain in place for the remainder of their respective term(s).

a. Delivery and Acceptance. All equipment delivered is proven to be working within Participating Agency requirements; network and equipment specifications are as advertised in the Supplier's product brochure. Supplier will furnish the Participating Agency the attached form (Attachment 1) for Participating Agency completion to complete the conditions of delivery and acceptance.

b. Termination for Non-Appropriation of Funds. Notwithstanding any other provision of the Contract between the Participating Agency and Supplier, the Participating Agency shall not be obligated for the Supplier's performance hereunder or by any provision of this Contract during any of the Participating Agency's future fiscal years unless and until the Participating Agency's Board and/or the State of California appropriates funds for this Contract in the Contract's Budget for each such future fiscal year. In the event that funds are not appropriated for the Contract, then the Contract shall terminate on the last day of the fiscal year for which funds were appropriated. Cancellation of any separate and standalone lease agreement for any other reason will result in cancellation fees equal to the remaining stream of unpaid payments, plus any open, unpaid items currently due or to become due plus the cost of returning the equipment to a location and a manner designated by Supplier. The Participating Agency shall notify the Supplier in writing of any such non-allocation of funds at the earliest possible date.

c. Termination for Non Performance. With thirty (30) days prior written notice of non-performance to Supplier Participating Agency may terminate the Contract for Non Performance due to Supplier's default to fulfill obligations under Contract. if not cured within thirty (30) business days of written notice to Supplier

Product Introduction, Discontinuation, and Substitution. Supplier will provide all new equipment to the Foundation at the earliest possible point in time prior to the equipment being available for sale. This notice should be in a formal document presented to the Foundation by the Supplier. If approved model(s) and/or feature(s) become discontinued or unavailable during the term of the Agreement, Supplier will make reasonable commercial efforts to present written notification to the Foundation and Participating Agency by adhering to the Formal Product Introduction, Discontinuation, and Substitution Protocol (Attachment 3).

EXHIBIT C

COST PER COPY PRINT SERVICES RFP 13-001

Online Access to RFP Documents: www.foundationccc.org/bids

OR

Request electronic version by contacting:

Jorge J.C. Sales
Director of CollegeBuys
jsales@foundationccc.org

EXHIBIT D

SUPPLIER COMMITMENT

The Foundation for California Community Colleges asks each supplier to make four basic commitments to ensure the overall success of the program.

Corporate Commitment - A commitment that the Foundation for California Community Colleges (FCCC) has the support of senior management, and that the FCCC contract is the Supplier's primary offering California Community Colleges. The supplier shall make its existing public and private agency clients aware of its FCCC contract, and upon the public and private agency's request, such agency will be transitioned to the supplier's FCCC contract, provided that the agency has fulfilled the financial obligations of the existing contract and in accordance with this Agreement.

Sales Commitment - A commitment that the Supplier will aggressively market FCCC and that the sales force will be trained, engaged and committed to offering FCCC to public and private agencies within the state of California, with a further commitment that all FCCC sales be accurately and timely reported.

Service Commitment - A commitment that the supplier will provide at minimum the level of service defined in the agreement to any and all participating public and private agencies purchasing through FCCC's contract.

Communication and Information Commitment - Establish the following communication links to facilitate customer access and communication:

A toll-free national telephone for inquiries and orders

Regional or toll-free fax number for inquiries and orders

An email address for general inquiries

Provide the following for Foundation WEB site use:

-Standard logos
-Summary of products and pricing -
Information web-link to vendor's website -
Overall information about vendor
-Other promotional material as desired

EXHIBIT E

SUPPLIER PROGRAM PROMOTION

The Foundation for California Community Colleges (FCCC) recognizes that each supplier has a successful business and may choose to meet its commitments to FCCC purchasing programs in a variety of ways that best suit the supplier's business model, organization and market approach. The following are Program Standards intended to assist the supplier in successfully implementing the FCCC contract:

Account Management Team – The supplier shall provide an Account manager with the authority and responsibility for the overall success of the FCCC contract within the supplier's organization. The supplier shall also designate a Lead Referral Contact Person, responsible for receiving communications from FCCC concerning new public agency registrations, and for ensuring timely follow up by the supplier's staff to requests for contact from public school districts. Additionally, FCCC suggests the supplier implement and support a supplier-based internet web page dedicated to the supplier's FCCC program and linked to the collegebuys.org website.

Quarterly Review – Upon request, FCCC will schedule a quarterly review with the supplier to evaluate the supplier's performance of Supplier Commitments and Program Standards outlined herein.

Foundation for California Community Colleges Purchasing Program Awareness –FCCC is responsible for marketing the overall FCCC purchasing program concept and programs to Participating Public and Private School Districts. FCCC marketing is intended to supplement and enhance the direct sales effort of the supplier. The supplier assists by providing camera-ready logos and by participating in related trade shows and conferences. FCCC employs a marketing team, a web based lead referral system, a network of partner associations, direct mail, the Internet and newsletters and other publications to increase collegebuys.org, awareness.

Supplier Sales - Supplier is responsible for proactive direct sales of Supplier's goods and services to California public school districts nationwide and the timely follow up to leads established by FCCC. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All sales materials are to use the collegebuys.org logo. FCCC will provide each Supplier with its logo and the standards to be employed in the use of the logo. At a minimum, the Supplier's sales initiatives should communicate:

- Contract was competitively solicited by a Public Agency;
- Best educational pricing focused on the Total Cost of Ownership (TCO)
- No cost to participate
- Non-exclusive contracts

Sales Force Training - Supplier is responsible for the training of its sales force on the FCCC contract. FCCC may provide training materials and generally assist with the education of sales personnel. At a minimum, sales training should include:

- Key features of FCCC contract
- Understanding of the process of development of the Agreement
- Working knowledge of FCCC Organization and Solicitation Process
- Awareness of the range of public and private agencies districts that can access FCCC