



F A S
STANDARD CONTRACT

FOR COUNTY USE ONLY

<input type="checkbox"/> New	FAS Vendor Code	SC	Dept.	A	Contract Number	
<input type="checkbox"/> Change	KONICA089					
<input type="checkbox"/> Cancel						
ePro Vendor Number				ePro Contract Number		
00001312				153859		
County Department		Dept.	Orgn.	Contractor's License No.		
Purchasing		PUR	PUR			
County Department Contract Representative			Telephone	Total Contract Amount		
Bill Brock			(909)387-2464			
<input type="checkbox"/> Revenue		<input type="checkbox"/> Encumbered		<input type="checkbox"/> Unencumbered		<input type="checkbox"/> Other.
If not encumbered or revenue contract type, provide reason:						
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount	
600-72		July 1, 2015	June 30, 2018	\$		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No	Amount
						\$
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No	Amount
						\$
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No	Amount
						\$
Project Name			Estimated Payment Total by Fiscal Year			
			FY	Amount	I/D	

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

Name

Konica Minolta

Address

1003 East Brier Drive # 120

hereinafter called Vendor

San Bernardino CA 92408

Telephone

(909) 824-2000

Federal ID No. or Social Security No.

13-1921089

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino desires to procure Copiers/Multi-Function Office Machines on a monthly Rental and Purchase basis; and

WHEREAS, the County conducted a competitive process to find Vendor(s) to provide these products, and

WHEREAS, the County finds Vendor qualified to provide Copiers/Multi-Function Office Machines and

Auditor-Controller/Treasurer Tax Collector Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

WHEREAS, the County desires that such equipment be provided by Vendor and Vendor agrees to provide this equipment as set forth below;

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

A. VENDOR RESPONSIBILITIES

1. Provide Copiers/Multifunction Office Equipment to County departments on a monthly rental and purchase basis and to provide maintenance for purchased equipment. All such equipment provided to the County must be New. "New" is defined in the sense any ordinary, reasonable person would understand the term. Used, re-conditioned or "newly remanufactured" equipment is unacceptable to the County's needs.
2. **Orders:** County departments seeking equipment pursuant to this Contract will submit orders directly to Vendor through the issuance of separate Purchase Orders (POs). In the case of monthly maintenance agreements and monthly rentals, Master Blanket purchase orders will be issued per department or per piece of equipment and individual releases will be made as needed against the Master Blanket PO. Vendor agrees to accept the County's terms and conditions contained in the County's standard Purchase Order. POs are issued electronically through the County's e-Pro procurement system. Vendor shall be responsible from retrieving the POs from e-Pro.

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

County departments will be allowed to order consumable supplies such as toners, staples, developers, etc., directly from the Vendor.

Upon the order of a new copier from the Vendor, the vendor shall remove the old County owned unit and dispose of the old unit in compliance with any Federal, State or local government regulations, without additional charge to the County

3. **Copiers:** All copier equipment shall include at a minimum: Automatic Document Feeder, Auto Duplex, Finisher, Stapler, Print and Scan. These features shall be included in the base cost charged by Vendor.
4. **Delivery and Set-Up:** Vendor shall make delivery of all equipment within thirty (30) days of receipt of order. Vendor shall deliver and set-up copier on site at the location specified by the County department. Vendor shall also provide at time of delivery a start-up kit of supplies, so that the copier may be set up for immediate use. **The county will not pay any fuel surcharges or delivery fees.**

Seller must make delivery of any supplies, including but not limited to, toners, staples, developers, etc. within twenty- four (24) hours of receipt of an order placed by a user department.
5. **Training:** The Vendor will provide all training as required on use of the equipment at no extra charge to the County within forty-eight (48) hours of delivery of copier. Vendor installer will provide a cursory overview of the copier functions at time of installation.
6. **Supplies:** All monthly copier rentals and all maintenance agreements for purchased copiers are to include all consumable operating supplies at no additional charge, including but not limited to Toners, Staples, Developers and Drums. This provision excludes paper.

7. **Subcontractors:** There shall be no subcontracting nor joint venture of any services, marketing, or other activities by Vendor unless specifically approved in advance in writing by the County Purchasing Department. Vendor shall act as the single principal for all products and services in this contract.
8. **Vendor Representation:** Vendor will provide a designated sales representative to the County. Vendor will provide the name(s) and all contact information, including e-mail address, of all Vendor personnel who will be assigned to the County's account.

9. **Rentals**

Rentals shall be on a month to month basis, which can be terminated at any time with or without cause by the requesting County department. Cause for termination shall include, but not be limited to, failure to deliver in quantities required within required lead times, failure of product(s) to meet specifications and/or for reasons of unsatisfactory service.

All rentals shall be based on a thirty-six (36) month term, which shall commence upon delivery and set-up of the equipment. Departments shall be billed a base monthly amount which includes a specified number of black and white copies allowed each month. Departments are provided a per copy charge for any black and white copies exceeding the number of monthly allowable copies. Color copies are typically billed per copy and billed in arrears.

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

All rental agreements that extend over any fiscal year must contain a provision that the agreement can be cancelled at any time if funds have not been appropriated for the new fiscal year.

Vendor shall upgrade any equipment mid-term upon request of a County department without being assessed a penalty.

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

No third party rentals are allowed.

10. **Equipment Maintenance:** Applies to both rented and purchased equipment.

- a. **Service Calls:** Tools, equipment and skill used in the accomplishment of needed service will comply with the equipment manufacturer's specifications. The service technician shall have the training and experience level to perform prompt, efficient and accurate service on each type and model of equipment for which the Vendor is responsible. Vendor shall provide unlimited service calls and shall perform such calls during normal County business hours (Monday through Friday, 8 a.m. to 5 p.m.), except as indicated below.

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

- b. **Parts:** All replacement parts shall meet the original equipment manufacturer's specifications. No used parts will be installed. Only OEM parts shall be utilized by Vendor.
- c. **Response Time:** Vendor shall respond to service calls within two (2) to four (4) hours of receiving a service request. In no event shall a response time exceed eight (8) hours. Any

delay for service in excess of eight (8) hours shall be coordinated at the time of service request and Vendor will provide a written report to Purchasing as to why the delay occurred.

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

- d. **Loaner/Replacement Machines:** If contract equipment is unable to be repaired within twelve (12) business hours (one and a half business days), a loaner machine shall be provided to the user department within eight (8) additional business hours at no additional charge to the County.
- e. **Maintenance Records:** Vendor shall provide and maintain a "Maintenance History Record" for each piece of equipment. This record shall contain the following information: Model Number, Serial Number, Date placed into service, Date and Description of each service call, Date of inspections and initials of the Vendor's Service Technician. An inspection and service acknowledgement shall be furnished to the County for each visit, to be left with the using department.
- f. **Billing of Maintenance:** The County will pay maintenance on a monthly, quarterly or annual basis, per user department preference. The County will pay per copy charges in arrears.
- g. **Additions/Deletions to Maintenance:** The County reserves the right to add/delete equipment to/from the Contract as necessary. Vendor shall provide additions/deletions to maintenance on a monthly basis.
- h. **Warranty:** Vendor shall provide warranty information for each model of equipment purchased by the County. All warranties shall include replacement of all parts, including Drums, under the Maintenance Agreement and shall include the replacement of equipment if necessary.
- i. **Exclusions:** Repairs for damage or loss caused by any other than normal and reasonable use shall not be covered by this Contract. Written estimates for work required for the aforementioned reasons will be submitted in advance by the Vendor to the user department prior to the work being performed. Authorization for said repairs shall be made by a separate PO issued by the County.

11. Security of Multifunction Copiers: Vendor shall provide the following:

- a. Enable Overwrite at Job Completion option to ensure that only the most recent document is stored on the hard drive; or
- b. If Overwrite at Job Completion option is not supported by the Vendor's equipment, then the Vendor shall review all stored documents with the County user department on a regular basis and clean the hard drive as directed by the user; or
- c. Ensure that the option to store on the hard drive is disabled by default; or
- d. For rental copiers, remove all documents and/or data stored on the hard drive, if necessary, prior to removal of any multifunction copier from the County's premises. This will be provided to the County at no additional charge as a cost of doing business. Vendor shall provide signed certification that the hard drive has been wiped within one week of removal of the equipment from County premises.

- e. For purchased copiers which are owned by the County, Vendor shall provide at no charge any software or other means necessary to wipe the hard drives on their brand of equipment as well as any training necessary in the use of such program.

B. GENERAL CONTRACT REQUIREMENTS

B.1 Recitals

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

B.2 Legality and Severability

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

B.3 Representation of the County

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

B.4 Relationship of the Parties

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

B.5 Primary Point of Contact

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

B.6 Change of Address

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

B.7 Subcontracting

Vendor agrees not to enter into any subcontracting agreements for work contemplated under the Contract without first obtaining written approval from the County.

B.8 Agreement Assignability

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

B.9 Agreement Modification

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

B.10 Duration of Terms

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

B.11 Time of the Essence

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

B.12 Strict Performance

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

B.13 Mutual Covenants

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

B.14 Contract Exclusivity

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

B.15 Notification Regarding Performance

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

B.16 Attorney's Fees and Costs

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

B.17 Venue

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

B.18 Choice of Law

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

B.19 Licenses, Permits and/or Certifications

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

B.20 Conflict of Interest

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

B.21 Improper Consideration

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

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded. Vendor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Vendor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

B.22 Former County Administrative Officials

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

B.23 Improper Influence

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

B.24 Material Misstatement/Misrepresentation

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

B.25 Ownership of Documents

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

B.26 Release of Information

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

B.27 Participation Clause

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

B.27.1 Such governmental body does not have and will not have in force any other contract for like purchases.

B.27.2 Such governmental body does not have under consideration for award any other bids or quotations for like purchases.

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

B.28 Damage to County Property

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

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

B.29 Air, Water Pollution Control, Safety and Health

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

B.30 Drug and Alcohol Free Workplace

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

B.30.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.

B.30.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.

B.30.3 Shall not sell, offer, or provide alcohol or a drug to another person.

This shall not be applicable to a Vendor or Vendor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

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

B.31 Environmental Requirements

In accordance with County Policy 11-10, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Vendor to use recycled paper for any printed or photocopied material created as a result of this Contract. Vendor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Vendor must be able to annually report the County's environmentally preferable purchases. Services providers are asked to report on environmentally preferable goods and materials used in the provision of their service to the County.

B.32 Employment Discrimination

During the term of the Contract, Vendor shall not willfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, gender, marital status, age, political affiliation, disability or sexual orientation. Vendor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

B.33 Debarment and Suspension

The Vendor certifies that neither it nor its principals or subcontracts is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as required by Executive Order 12549.

B.34 Informal Dispute Resolution

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

B.35 Iran Contracting Act

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

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

B.36 Records

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

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

B.37 Reserved

B.38 Notice of Delays

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

B.39 Disclosure of Criminal and Civil Procedures

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

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

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

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

C. TERM OF CONTRACT

This Contract is effective as of July 1, 2015 and expires June 30, 2018, but may be terminated earlier in accordance with provisions of this Contract. The Contract term may be extended for two additional one-year periods by mutual agreement of the parties.

The County and the Vendor each reserve the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Vendor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Vendor shall promptly discontinue services unless the notice directs otherwise.

D. COUNTY RESPONSIBILITIES

- D.1** County will ensure that County departments only utilize contract vendors for copier equipment.
- D.2** County shall notify Vendor of point of contact responsible for facilitation of this Contract.
- D.3** County shall pay Vendor in accordance with fiscal provisions below.

E. FISCAL PROVISIONS

- E.1** County shall reimburse Vendor as set forth in any PO issued against this Contract. Rental costs shall be inclusive of: all fuel costs, delivery fees, and supplies including toners, staples, developers and drums. Cost does not include paper. Vendor shall not charge the County any additional fuel surcharges or delivery fees.
- E.2** Vendor shall submit invoices directly to County departments on a monthly basis for copier equipment rentals and maintenance. Invoice shall bill the base monthly rental amount and the charges for any overages and/or color copies, if applicable.
- E.3** Vendor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Vendor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- E.4** County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Vendor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

F. INDEMNIFICATION AND INSURANCE REQUIREMENTS

F.1 Indemnification

Vendor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Vendor indemnification obligation applies to the County's "active" as well as

"passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

F.2 Additional Insured

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

F.3 Waiver of Subrogation Rights

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

F.4 Policies Primary and Non-Contributory

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

F.5 Severability of Interests

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

F.6 Proof of Coverage

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

F.7 Acceptability of Insurance Carrier

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

F.8 Deductibles and Self-Insured Retention

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

F.9 Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any

premiums paid by the County will be promptly reimbursed by the Vendor or County payments to the Vendor will be reduced to pay for County purchased insurance

F.10 Insurance Review

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G. RIGHT TO MONITOR AND AUDIT

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

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

H. CORRECTION OF PERFORMANCE DEFICIENCIES

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

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

- a. Afford Vendor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
- b. Discontinue reimbursement to Vendor for and during the period in which Vendor is in breach, which reimbursement shall not be entitled to later recovery; and/or
- c. Withhold funds pending duration of the breach; and/or
- d. Offset against any monies billed by Vendor but yet unpaid by County those monies disallowed pursuant to Item "2" of this paragraph; and/or

- e. Terminate this Contract immediately and be relieved of the payment of any consideration to Vendor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Vendor under this Contract and the balance, if any, shall be paid by the Vendor upon demand.

I. NOTICES

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

County of San Bernardino
Purchasing Department
777 E. Rialto Ave.
San Bernardino, CA 92415

Konica Minolta Business Solutions U.S.A.
1003 East Brier Drive, Ste. 120
San Bernardino, CA 92408

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

J. ENTIRE AGREEMENT

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will. **IN WITNESS WHEREOF**, the County of San Bernardino and the Vendor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

COUNTY OF SAN BERNARDINO


Laurie Rozko, Director of Purchasing

Dated: 10/21/15

Leo Gomez, Supervising Buyer

Konica Minolta Business Solutions US, Inc.

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

By


(Authorized signature - sign in blue ink)

Name

Mark Bradford

(Print or type name of person signing contract)

Title

President, Direct Channel

(Print or Type)

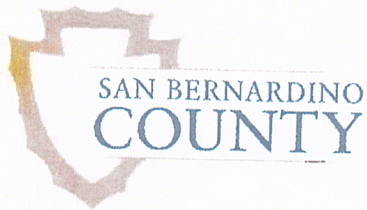
Dated

10/21/15

Address

100 Williams Drive,

Ramsey, NJ 07446



Contract Number
153859 A-1

SAP Number

Purchasing Department

Department Contract Representative
Telephone Number

Jacqueline Ambrose
909-387-2463

Contractor
Contractor Representative
Telephone Number
Contract Term
Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center

Konica Minolta
Brenda Anin
909-989-5585
July 1, 2015 – June 30, 2020

IT IS HEREBY AGREED AS FOLLOWS:

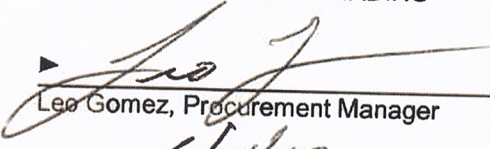
Amend first paragraph of Section C to read as follows:

This Contract is effective as of July 1, 2015 and expires June 30, 2020 but may be terminated earlier in accordance with provisions of this Contract.

All other provisions and terms of this Agreement shall remain unchanged.

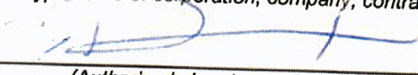
IN WITNESS WHEREOF, the County of San Bernardino and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf

COUNTY OF SAN BERNARDINO


Leo Gomez, Procurement Manager

Dated: 6/24/19

Konica Minolta Business Solutions
(Print or type name of corporation, company, contractor, etc.)

By 
(Authorized signature - sign in blue ink)

Name TERRY DIXON
(Print or type name of person signing contract)

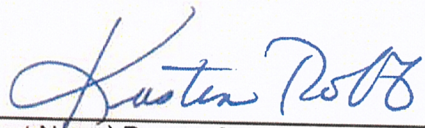
Title PRESIDENT
(Print or Type)

Dated: 6/5/19

Address 100 Williams Dr.
Ramsey, NJ 07446

APPROVED AS TO LEGAL FORM

~~Kristina Robb~~ Michelle Blakemore
County Counsel

By: 
(Insert Name) Deputy County Counsel
Kristina Robb

Date: 6/19/19