

**AGREEMENT**

*[To be executed between the District and the selected/awarded bidder(s)]*

THIS AGREEMENT, made and entered into this 22<sup>nd</sup> day of June 2017, by and between the Perris Union High School District, Riverside County, California, hereinafter called the "District", and Konica Minolta Business Solutions U.S.A., Inc., hereinafter called the "Vendor".

**WITNESSETH:** That the parties hereto have mutually covenanted and agreed, and by these present do covenant and agree with each other, as follows:

**THE BID DOCUMENTS:** The complete contract consists of the following documents: The Notice to Bidders, the Information for Bidders, the Accepted Bid, the Specifications, the Bid Sheets, the Bid Response Templates, the Plans, if any, and the Agreement, including all modifications thereof duly incorporated therein. Any and all obligations of the District and the Vendor are fully set forth and described therein or are reasonably inferable that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in said documents. The documents comprising the complete contract are sometimes hereinafter referred to as the Bid documents, or the Contract.

**THE MATERIALS, SUPPLIES and/or SERVICES:** The Vendor agrees to furnish the item or items of the stated bid listed herein, and all transportation, service, labor and material necessary to furnish and deliver same in good condition, in the manner designated in, and in strict conformity with the Specifications, Plans, if any, and other bid documents, at the price or prices hereinafter set forth. The District shall not be responsible for the care or protection of any property, material, or parts ordered against said contract before date of its delivery and acceptance by the District. It is understood by the Vendor that all items or service will be promptly delivered to Perris Union High School District as stipulated in the bid documents. The items and/or services awarded are as follows:

**3-Year Lease Option for Digital Copiers, All Inclusive Service and Supply, Related Software**

**NOTICE TO PROCEED:** The Vendor shall not proceed to deliver the awarded items and/or perform the services as awarded until the District has issued the Vendor an official Notice to Proceed or has issued a District Purchase Order referencing this award and Agreement.

**PAYMENTS:** After delivery of any or all of the items and/or services hereinabove set forth and their acceptance by the Governing Board representative, the District agrees to pay to the Vendor, and the Vendor agrees to accept in full payment therefore, the sums set opposite each item, according to all the terms, conditions and specifications of the bid documents.

**IN WITNESS WHEREOF** the District, by order of its Governing Board, has caused this instrument to be duly subscribed by the Secretary of said Board, and the Vendor has caused this instrument to be duly subscribed and executed, all on the date first hereinbefore set forth.

PERRIS UNION HIGH SCHOOL DISTRICT

KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.,

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

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

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

Approved by Governing Board on:

**Perris Union High School District  
155 E 4<sup>th</sup> Street.  
Perris, CA 92570  
951.943.6369**

**BID DOCUMENTS**

**BID #042617  
Digital Copiers, All Inclusive Service and Supply, Related Software  
5 Year Term with Purchase and Lease Options  
&  
Managed Print Services**

**BID Opening Date & Time: 3:30 PM, April 26th, 2017.**

**To: Prospective Bidders**

*\* \* \* ATTENTION: Please review this document as soon as you receive it. \* \* \**

Please immediately review our "Bid Process Timeline" in the Information for Bidders - Specific section, Page 3 of this document.

Any requests for interpretation or corrections must be made in accordance with the Terms and Conditions – Materials Specification section, "Item 8 - Interpretation of Documents" and according to the "Bid Process Timeline".

The District reserves the right to reject any bid which imposes conditions or terms on purchases of the goods and/or services which were not specified in the original Request for Bids document.

If you wish to bid, your completed bid must be returned in a sealed envelope no later than the **Bid Opening Date and Time** as stated above and in the Notice to Bidders.

If you have any questions regarding the bid requirements or timeline, please contact Nick Newkirk at 951.943.6369 or [nick.newkirk@puhsd.org](mailto:nick.newkirk@puhsd.org)

**TABLE OF CONTENTS**

NOTICE TO BIDDERS----- 2

INFORMATION FOR BIDDERS SPECIFIC----- 3

SAMPLE AGREEMENT (to be executed only with awarded bidder) ----- 9

TERMS & CONDITIONS – MATERIALS SPECIFICATIONS----- 10

DISTRICT MAP----- 19

BID FORM ----- 20

BID SHEETS SECTION 1 ----- 21

BID SHEETS SECTION 2 ----- 22

BID SHEETS SECTION 3 ----- 23

BID SHEETS SECTION 4 ----- 29

BID SHEETS SECTION 5 ----- 31

BID SHEETS SECTION 6 ----- 32

BID SHEETS SECTION 7 ----- 33

REFERENCES----- 38

DESIGNATION OF SUBCONTRACTORS----- 39

NONCOLLUSION DECLARATION----- 40

VENDOR’S CERTIFICATION REGARDING WORKERS’ COMPENSATION ----- 41

NONDISCRIMINATION ----- 42

FINGER PRINTING CRIMINAL BACKGROUND CERTIFICATION -----43

**Attachments:**

**Instructions for completing BID RESPONSE TEMPLATES**

**BID RESPONSE TEMPLATES**

**Instructions for completing BID SHEETS**

**DISTRICT NETWORK INFORMATION**

**MPS PRINTER LIST**

## **NOTICE TO BIDDERS**

**NOTICE IS HEREBY GIVEN** that the Perris Union High School District, acting by and through its Governing Board, hereinafter referred to as the "District", will receive up to, but not later than 3:30 PM on the 26th day of April, 2017, sealed bids for the award of a contract for:

**BID #042617**  
**Digital Copiers, All Inclusive Service and Supply, Related Software**  
**5 Year Term with Purchase and Lease Options**  
**&**  
**Managed Print Services**

Such bids shall be received in the Purchasing and Contracts Department, Perris Union High School District, 155 E 4th Street, Perris CA 92570, and shall be opened and publicly read aloud at the above stated time and place.

Any bid received after the stated date and time will not be considered. Bids submitted and participation by interested bidders in the process shall be at no cost or obligation to the District.

Each bid must conform and be responsive to this invitation, the Information for Bidders, the Specifications, the Plans, if any, and all other documents comprising the pertinent bid documents. There is a mandatory pre-bid conference on April 4<sup>th</sup>, 1:00 PM, at the District Office South at Perris Union High School District, 155 E 4<sup>th</sup> Street, Perris CA 92570. The bid documents will be available to those attending the conference.

The District reserves the right to reject any or all bids, to accept or to reject any one or more items on a bid, or to waive any irregularities or informalities in the bids or in the bidding process. "The District may award a contract according to the State of California Education Code Section, 20118.1. The governing board of any school District may contract with an acceptable party who is one of the three lowest responsible bidders for the procurement or maintenance, or both, of electronic data-processing systems and supporting software in any manner the board deems appropriate".

No bidder may withdraw its bid for a period of sixty (60) days after the date set for the opening of bids.

Publication Dates:  
March 23<sup>rd</sup> March  
30<sup>th</sup>

## INFORMATION FOR BIDDERS – Specific

The following information is specific to this Bid/Contract.

1. **BID PROCESS TIMELINE:** The following is the estimated timeline for bid submittals and the bid evaluation and selection process:

DATE AND TIME	DEADLINE / PROCESS DESCRIPTION
<b>April 4<sup>th</sup>, 2017 1:00 P.M.</b>	Bid documents may be obtained by attending the Mandatory Pre-Bid Meeting at 1:00 PM at the District Office located at 155 E 4th Street, Perris CA 92570.
<b>April 11<sup>th</sup>, 2017 4:00 P.M.</b>	Deadline for bidders to submit their requests for interpretation of bid documents to;  Nick Newkirk Chief Business Officer Perris Union High School District by <a href="mailto:nick.newkirk@puhsd.org">email: nick.newkirk@puhsd.org</a>
<b>April 18<sup>h</sup>, 2017 5:00 P.M.</b>	Deadline for District to issue Addenda  <b>Note:</b> Bidders are ultimately responsible for checking the District's website promptly after this deadline to ensure that they are aware of any and all addenda to this bid. If the District needed to extend this addenda deadline, the District would first issue/post an addendum to officially extend the addenda deadline.
<b>April 26<sup>th</sup>, 2017 3:30 P.M.</b>	BID OPENING DATE AND TIME (BID SUBMITTAL DEADLINE). <b>Sealed Bids</b> must be received no later than April 26 <sup>th</sup> , 2017 at 3:30 P.M. Pacific Time:  <b>Perris Union High School District Department of Purchasing &amp; Contracts 155 E 4th Street, Perris CA 92570. 951.943.6369</b>  (See following Item # 11 (PAGE 5) "MAILING / DELIVERING THE BID" for bid submission requirements, envelope labeling instructions.
<b>June 2017</b>	Anticipated Vendor Award

2. **PERIOD OF CONTRACT:** Refer to the Bid Response Templates.
3. **COMPOSITION OF THE BID DOCUMENTS:** The bid is set up in a thirteen (13) part sequence comprised of the following:

- A. Notice to Bidders
- B. Information for Bidders Specific
- C. Agreement (to be executed only with awarded bidder)
- D. Terms & Conditions, Materials and Specifications
- E. Bid Form
- F. Bid Sheets
- G. Bid Response Templates
- H. References
- I. Designation of Subcontractors
- J. Non-Collusion Bidding Declaration
- K. Vendor's Certification Regarding Workers' Compensation
- L. Non-Discrimination Statement
- M. Fingerprinting – Criminal Background Investigation Certification

All parts will become a binding part of the contract awarded to the successful bidder. Part C (the Agreement) will require completion upon notice of award.

4. **DISTRICT SAMPLE(S) ENCLOSED:** No samples required
5. **BACKGROUND INFORMATION:** Perris Union High School District is requesting your participation in this bidding process for digital copiers, maintenance/supply services and MPS desk top printers. The digital copier equipment requires a range of low, medium and high volume B/W and Color devices.

The Perris Union High School District provides education to students in grades 7-12 and is located in the Western portion of Riverside County.

Over 10,000 students attend the District's schools: Perris High School, Heritage High School, Paloma Valley High School, Pinacate Middle School, Perris Lake High School, California Military Institute, The Academy, Perris Community Adult School.

The mission of Perris Union High School District is to create high quality relevant learning opportunities for all in a safe and caring environment. We will develop a high quality, caring staff who will be dedicated to learning, and connect students to their education and potential goals. We will care for all students while developing a growth mindset through collaboration, creativity, communication, and critical thinking.

Perris Union High School District is the recipient of a 2016 Models of Excellence Award from the Riverside County Office of Education for their innovative and highly successful Kick Off To College program

6. **DOCUMENTS TO BE INCLUDED IN THE BIDDER'S BID SUBMITTAL PACKAGE:** Bid submittals must include the following items, completely filled out and signed by authorized signatory personnel of the Bidder's company, in order to be considered a responsive bid:

- E. Bid Form
- F. Bid Sheets
- G. Bid Response Template (2 printed sets & electronic copy, i.e. flash drive)
- H. References
- I. Designation of Subcontractors
- J. Non-Collusion Bidding Declaration
- K. Vendor's Certification Regarding Workers' Compensation
- L. Non-Discrimination Statement
- M. Fingerprinting – Criminal Background Investigation Certification

7. **BIDDER'S SAMPLES TO BE SUBMITTED AT TIME OF BID:** No samples required.
8. **REFERENCES:** Bidders are required to complete the "References" sheet as part of their bid submittal. Bidder must be able to present evidence of satisfactory experience providing similar goods and/or services as those specified in this Request for Bid.
9. **SUBCONTRACTORS LIST:** Bidders are required to complete the "Designation of Subcontractors" Form as part of their bid submittal.
10. **VENDOR'S CERTIFICATION REGARDING WORKER'S COMPENSATION:** In accordance with the provisions of Section 3700 of Labor Code, Vendor shall secure the payment on compensation to his employees. Vendor shall sign and file with the District the following certificate prior to performing the work under this contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract." The form of such certificate is included as a part of the bid documents. Each bidder shall sign the certificate and submit it with his/her sealed bid.
11. **MAILING / DELIVERING THE BID:** The Bidder is ultimately responsible for the timely submittal of the Bidder's **sealed** Bid Package. Whether the package is hand-delivered or sent via U.S. Postal Service, U.P.S., FedEx, etc., all packages must be clearly addressed to the location shown in Item # 1 above. **To ensure that the bid package remains sealed until the bid opening date and time, clearly indicate the Bid # 042617 on the outside of the package, or at a minimum, on the sealed envelope that may be placed inside of the mailing package or carton.**

If hand-delivering the bid package to the District, refer to the map and address located on the District web site listed below.

[www.puhsd.org](http://www.puhsd.org)

**Note: All bid submittals will be required to have the Bid Documents and Bid Response Templates submitted by flash drive in addition to two (2) sets of all documents in printed format, sealed in the envelope per the instructions as described above.**

12. **DESCRIPTION OF SERVICES:** There are Three Components of this Bid.

**Component One** includes **50 digital copiers** ranging in minimum requirements from 35 PPM to 90 PPM. These machines have been separated into **9 (7 B/W and 2 Color) categories** based on volume, minimum requirements and specified capabilities described in Section 4 of the Bid documents. **Component Two** is the service and supply requirements for each of the Component One machines.

**Component Three includes Managed Print Services for 394 desk top printers** located at school sites and the District offices.

Each bidder of component one must choose to respond to all service and supply requirements in component two. Each bidder of Component Three must choose to respond to all sub-sections of Section 7 of the Bid documents.

Bidders may choose to respond to all components or singularly to components one & two, or singularly to component three. All bidders may also choose to respond to component three in conjunction with responding to components one and two.

It is the right and intent of the District to select one Bidder for all components; however the District recognizes that all bidders responding may not choose to respond to all components, therefore the District reserves the right to select multiple or no vendors depending on the bid submissions.

**Component 1 & 2: Departmental Digital Copying Equipment, Supplies and On-Site Services:**

Currently, the District utilizes one vendor to provide onsite service for 50 Canon digital copiers which are located at school sites and the District offices. All of the current copier devices are on leases that will have moved into a 30 day renewal term at the time this bid is awarded. The District seeks replacement of all 50 copiers based on the results of this bid process and District budgets. Onsite service and supply is to include all consumable supplies (exclusive of paper and staples) for all replacement machines. Additional copier devices may factor into the actual number of devices purchased or leased based on changing enrollments and the District's decisions in regard to awarding the MPS component of this bid.

Characteristics of the existing digital copiers are as follows:

The current combined average volume of the 50 departmental machines is about 910,000 B/W and about 75,000 Color impressions/prints. The average usage for each category of machines is listed at the bottom of each category tab on the Bid Response Template.

All of the machines are connected to the District network and the District intends to have all copiers connected moving forward. The amount of volume that is distributed between printed impressions and those that are identified as walk up copy impressions varies from site to site.

Methodologies for tracking impressions currently are not being deployed District wide. Some sites are managing usage by means of PIN codes while others are not. Some sites limit quantities for District supported paper supplies to each user.

Most all of the machines are currently equipped with floor model finishing, hole punch and scan to email capabilities (pushed out from active directory). Some of the machines include fax capabilities. Paper drawer options vary from two drawers to four drawers with a few devices having LCT bases.

The District is aware of the many server and cloud based alternatives for managing these devices. Third party workflow print optimization software's are not currently utilized.

The number of devices and average monthly device volumes in each category stated in the Bid Response Templates represent current conditions at each District site where devices are located. The number of devices listed in each specific category may vary from actual replacements within any one category over the term of the District award due to changing conditions such as student enrollment, volume usage and best device strategies from the awarded vendor.

**Component 3: Managed Print Services:**

The District seeks a Managed Print Service (MPS) provider that charges the District a fixed cost per print for B/W and a fixed cost per print for Color prints produced throughout the fleet of desktop, networked printers. This cost is to include all Break/Fix parts and labor, print cartridges and maintenance consumables.

Currently the District owns 394 desktop printers.

- 371 Networked B/W and 23 Networked Color desktop printers

These printers are listed by manufacturer and model in the provided list of District Printers. The combined average monthly print volume has been tracked using FM Audit software loaded on the District server. The range of dates and volumes for each of the printers is included in the MPS Attachment as part of the Bid Documents. Important to note is the short range of time used for this reporting.

13. **METHOD OF BID EVALUATION AND CONTRACT AWARD:** Since this bid is for data processing equipment and related services, the following California Law applies to the method of contract award:



*The District may award a contract according to the State of California Education Code Section 20118.1. The governing board of any school District may contract with an acceptable party who is one of the three lowest responsible bidders for the procurement or maintenance, or both, of electronic data-processing systems and supporting software in any manner the board deems appropriate.*

**IMPORTANT:** The awarded vendor must supply all required items they bid. Refer to “Terms & Conditions – Material Specifications” Section following for further explanation.

The District will proceed to evaluate all submitted bids as follows:

- **Step I:** The Purchasing Services office will review each Bidder’s Bid Package to ensure that all required forms have been submitted and are complete and signed as required. Bidders whose Bid Sheets indicate that they meet specifications and whose Bid Package is complete shall be deemed “responsive” in this initial phase. Bid packages from bidders who are not deemed “responsive” shall be eliminated from further consideration by the District.
- **Step II:** The Purchasing office will review each initially responsive Bidder’s Sealed Bid Responses for the basic requirements as indicated on Bid Response Templates. The three lowest responsive bids for Components 1 & 2 will be selected by the total cost of the chosen acquisition alternative, lease or cash, for the Basic Unit Minimum Specifications and any selected options combined with the total service and supply cost (based on 8.5 x 11 images) for all categories for a five year period of time (inclusive of any stated increases in section 3- 3.19 for service and supplies) to be calculated on the average monthly volume listed on the Bid Response Templates. Once the lowest three bids for Components 1 & 2 have been selected the performance standards responded to in Section 3 will play an important part in the final award. Component 3 will be evaluated by selecting the three lowest responsive bids as it relates to the total cost stated by the Bidder in Section 7.13 for an initial two year agreement term needed to meet the MPS requirements described in Section 7. Once the lowest three bids for Component 3 have been determined the performance standards responded to in Section 7 will play an important part in the final award.
- **Step III:** The bid proposal package of the three (3) lowest responsive bids for each of Component 1 & 2 and separately for Component 3 will then be submitted for review by the District’s Bid Evaluation Team, comprised mostly of members of the District’s Business Services and I.S. departments. This review may also include requesting, through Purchasing Services, sample/demo units from this pool of bidders.

At this point, the overriding criteria for selecting the final bidder(s) for award of the contract(s) shall be what the Team determines, in its sole best judgment, to be in the overall best interests of the District. The District does not require as part of this process that the Evaluation Team preestablish or establish any kind of formal point system or hierarchical evaluation method for the selection of the final vendor(s) out of the three lowest bidders for each of the categories separately, since this judgment process is inevitably subjective in nature. NOTE: Should the Team determine at any time that a Bidder’s proposed system does not meet the specifications required in determination on non-responsiveness, they shall obtain from the Purchasing Services office the bid proposal package of the previously determined 4<sup>th</sup> lowest responsive, bidder for their review.

- **Step IV:** The Bid Evaluation Team submits its recommendation for contract award to the Purchasing Services’ office. The Purchasing office finalizes an agreement with the selected bidder, and thereafter purchase orders for the subject equipment may be issued.

14. **RESPONSE INSTRUCTIONS FOR ALL COMPONENTS 1 & 2 (if you are only responding to Component 3, MPS then proceed to MPS Section 5 Cover Page instructions below):** Attached is a Bid Response Template for Components 1 & 2 containing category tabs in Excel format. Indicated within each tab is the number of machines anticipated for each category. The Bid Response Template will be the document in which you will list all equipment costs and the related service and supply cost information. **DO NOT CHANGE THE FORMAT OF ANY OF THE SPREADSHEETS WITHIN THE WORKBOOK (all Bid Response Templates must be submitted in Excel format). FAILURE TO COMPLY WITH THIS REQUEST MAY RESULT IN DISQUALIFICATION.**

Tab - “ECC-1B&W” (refers to Component One Equipment Cost Category One, Black and White) Tab  
 - “ECC-1C” (refers to Component One Equipment Cost Category Eight, Color and shows  
 as category 8 on template)

Tab - “ECC-2B&W” (refers to Component One Equipment Cost Category Two, Black and White)

Tab –“ECC-2C” (refers to Component One Equipment Cost Category Nine, Color and shows  
 as category 9 on template)

Tab - “ECC-3B&W” (refers to Component One Equipment Cost Category Three, Black and White)

Tab - “ECC-4B&W” (refers to Component One Equipment Cost Category Four, Black and White)

Tab - “ECC-5B&W” (refers to Component One Equipment Cost Category Five, Black and White)

Tab - “ECC-6B&W” (refers to Component One Equipment Cost Category Six, Black and White) Tab

- “ECC-7B&W” (refers to Component One Equipment Cost Category Seven, Black and White)

#### **Section 1 & MPS Section 5: Cover Page**

List Company name and address, contact name, email address and phone number.

#### **Section 2 & MPS Section 6: Company Overview**

Provide a brief company history to include products and services.

#### **Section 3 & MPS Section 7: Responses to Performance Expectations**

Provide responses to the specific criteria listed in Section 3.0 and/or 7.0 of this Bid. Responses shall be made to all of these sections. **All Responses must be in RED TYPE FONT:**

- Each section must be addressed separately and begin on a new page to allow easy separation of each section and must be referenced to the Bid sub-section number.
- Enter the phrase “Unable to meet expectation” beside any sub-section in your response for which services are not being provided.
- All responses must be specific and explain in detail how the expectations in each sub-section will be addressed.

#### **Component 2: Service and Supply Pricing Expectations for Digital Copiers:**

Provide pricing as indicated for each category in Section 4 of these Bid documents for each tab in the respective Bid Response Template category. All basic and optional pricing must meet the operational criteria Vendor described in Section 3.

- Sales tax to be excluded on all prices.

Any charges not specifically identified and itemized as stated above by the Vendor must be borne by the Vendor.

#### **Component 3: Managed Print Services Pricing Expectations**

Provide pricing as indicated in section 7.13 **Monthly Payment** of these bid documents. Both OEM and OEM Compatible pricing must meet the operational criteria Vendor describes in **Section 7.**

- Each sub-section in **Section 7** must be addressed or a comment of “Not Responding” must be added in space provided.
- Sales tax to be excluded on all prices.

Any charges not specifically identified and itemized as stated above by the Vendor must be borne by the Vendor.

**SAMPLE AGREEMENT**

*[To be executed between the District and the selected/awarded bidder(s)]*

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2017, by and between the PERRIS UNION HIGH SCHOOL DISTRICT \_\_\_\_\_, Riverside County, California, hereinafter called the "District", and \_\_\_\_\_, hereinafter called the "Vendor".

**WITNESSETH:** That the parties hereto have mutually covenanted and agreed, and by these present do covenant and agree with each other, as follows:

**THE BID DOCUMENTS:** The complete contract consists of the following documents: The Notice to Bidders, the Information for Bidders, the Accepted Bid, the Specifications, the Bid Sheets, the Bid Response Templates, the Plans, if any, and the Agreement, including all modifications thereof duly incorporated therein. Any and all obligations of the District and the Vendor are fully set forth and described therein or are reasonably inferable that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in said documents. The documents comprising the complete contract are sometimes hereinafter referred to as the Bid documents, or the Contract.

**THE MATERIALS, SUPPLIES and/or SERVICES:** The Vendor agrees to furnish the item or items of the stated bid listed herein, and all transportation, service, labor and material necessary to furnish and deliver same in good condition, in the manner designated in, and in strict conformity with the Specifications, Plans, if any, and other bid documents, at the price or prices hereinafter set forth. The District shall not be responsible for the care or protection of any property, material, or parts ordered against said contract before date of its delivery and acceptance by the District. It is understood by the Vendor that all items or service will be promptly delivered to Perris Union High School District as stipulated in the bid documents. The items and/or services awarded are as follows:

**Digital Copiers, All Inclusive Service and Supply, Related Software  
5 Year Term with Purchase and Lease Options  
&  
Managed Print Services**

**NOTICE TO PROCEED:** The Vendor shall not proceed to deliver the awarded items and/or perform the services as awarded until the District has issued the Vendor an official Notice to Proceed or has issued a District Purchase Order referencing this award and Agreement.

**PAYMENTS:** After delivery of any or all of the items and/or services hereinabove set forth and their acceptance by the Governing Board representative, the District agrees to pay to the Vendor, and the Vendor agrees to accept in full payment therefore, the sums set opposite each item, according to all the terms, conditions and specifications of the bid documents.

**IN WITNESS WHEREOF** the District, by order of its Governing Board, has caused this instrument to be duly subscribed by the Secretary of said Board, and the Vendor has caused this instrument to be duly subscribed and executed, all on the date first hereinbefore set forth.

PERRIS UNION HIGH SCHOOL DISTRICT Vendor:  
By: \_\_\_\_\_ By: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Title: \_\_\_\_\_  
Date: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by Governing Board on:

## **Terms & Conditions- Materials Specifications**

1. By attending the Mandatory Pre-Bid meeting, Bidders may obtain the pertinent bid documents.
2. **BIDS / PROPOSALS:** Bids to receive consideration shall be made in accordance with the following instructions:
  - a) Bids shall be made upon the form therefore obtained by Purchasing & Contracts, and properly executed. Bids must be submitted in two (2) sets of printed and two (2) in electronic format (by flash drive). The signature of all persons signing shall be in longhand. Quotations are to be verified before submission, as they cannot be corrected after bids are opened. The completed form shall be without interlineations, alterations or erasures. Alternative proposals will not be considered unless requested in the specifications. No oral or telegraphic modifications will be considered.
  - b) Before submitting a bid, bidders shall carefully examine the specifications and the forms of the other documents. They shall fully inform themselves as to all existing conditions and limitations and shall insure that unit cost and total cost is reflected in the bid. No allowance will be made because of lack of such examination or knowledge.
  - c) All equipment on which bids are submitted shall be new and currently in production.
  - d) The make and brand of the equipment on which bid is submitted shall be stated on the Bid Response Template.
  - e) No bid shall include California sales or use tax, or Federal excise tax.
  - f) All bids on items shall be F.O.B. District locations as specified.
  - g) No charge for packing, draying, postage, express, or for any other purposes will be allowed over and above the bid prices.
  - h) Bids shall be delivered to Perris Union High School District at its office of Purchasing and Contracts on/or before the day and hour set for the opening of bids in the **NOTICE TO BIDDERS**. Bids shall be enclosed in a sealed envelope and bear the description of the bid and the name of the bidder. It is the sole responsibility of the Bidder to see that their bid is received in proper time. Any bids received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.
  - i) All items on which bids are submitted shall be available for testing, inspection or trial at no expense to the District within seven (7) working days upon request. The District shall conduct necessary testing within five (5) working days. In addition, the District shall bear no liability of said items.
  - j) When requested, Bidder shall submit properly marked print samples for each device on which bid is made to Purchasing & Contracts, Perris Union High School District 155 E 4th Street, Perris CA 92570.
  - k) Samples of items, when required, must be furnished free of expense to the District and if not destroyed by tests, will upon request, be returned at the bidder's expense.
  - l) All articles awarded on a contract shall be subject to inspection and rejection. All expenses incurred in connection with furnishing articles for inspection shall be borne by the Vendor.  
**The District shall have 7 days after the date of delivery to inspect and accept hardware. If no acceptance is received but hardware is not rejected within 7 days of date of delivery, hardware shall be deemed accepted by the District.**
3. **PRICES:** All bid prices shall include separate quotations for each item or unit specified. Corrections may be inserted prior to the bid opening. Changes must be made in ink and initialed by the person signing the

bid or by his authorized representative. In any case in which the total bid price does not equal the unit prices times the quantities indicated, unit prices shall govern.

4. **LISTING OF SUBCONTRACTORS:** The form of use of Subcontractors is included as part of the bid documents. Each bidder shall sign the declaration and submit it with his/her sealed bid.
5. **NON-COLLUSION BIDDING DECLARATION:** The form of such declaration is included as part of the bid documents. Each bidder shall sign the declaration and submit it with his/her sealed bid.
6. **WORKERS' COMPENSATION:** All Vendors are expected to comply with all applicable workers' compensation requirements. When services will be performed at District facilities and/or deliveries of materials are expected to be made by the Vendor itself to the District, the District will require from the Vendor proof of Worker's Compensation coverage. If the District requires that the Bidder submit with its bid submittal a statement regarding compliance with Workers' Compensation for this contract, it shall be indicated in the "Information for Bidders - Specific" section of these bid documents.
7. **INTERPRETATION OF DOCUMENTS:** If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed bid documents, or finds discrepancies in, or omissions from the specifications, he/she may submit to the Purchasing & Contracts office of the Perris Union High School District a written request for an interpretation or correction thereof. It is the sole and exclusive responsibility of the Bidder to submit such request according to the Bid Process Timeline detailed on page 3 of the Bid Documents. Any request of any Bidder, pursuant to the foregoing sentence that is made after the deadline date and time specified in the "Bid Process Timeline" (Item # 1 in the Information for Bidders – Specific section) shall be deemed untimely. Please email requests to Nick Newkirk, [newkirk@puhsd.org](mailto:newkirk@puhsd.org). Any interpretation or correction of the proposed documents will be made only by Addendum duly issued by the Purchasing & Contracts office of the District, and a copy of such Addendum will be e-mailed to each person receiving a set of such documents. The Perris Union High School District will not be responsible for any other explanation or interpretation of the proposed documents.
8. **ADDENDA OR BULLETINS:** Any addenda or bulletins issued by the Perris Union High School District during the time of bidding or forming a part of the documents issued to the bidder for the preparation of the bid shall be covered in the bid and shall be made a part of the contract. The Bidder shall notate in the applicable spaces provided on the Bid Form any and all addenda numbers issued by the District for this Bid.  
  
All prospective bidders are encouraged to check the District's bid website (or with Nick Newkirk as stated in Information for Bidders Specific Item # 1 above) for any addenda for this bid prior to sending and submitting its bid package to the District.
9. **BIDDERS INTERESTED IN MORE THAN ONE BID:** No person, firm or corporation shall be allowed to make or file or be interested in more than one bid for the same work, unless alternate bids are called for. A person, firm or corporation submitting a sub-proposal to a bidder, or who has quoted prices on materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders.
10. **WITHDRAWAL OF BIDS:** Any bidder may withdraw their bid, either personally or by a written request, at any time prior to the scheduled time for opening of bids. However, no bidder may withdraw their bid for a period of sixty (60) days after the date set for the opening of bids.
11. **OPENING OF BIDS:** Bids will be opened and publicly read aloud at the time and place scheduled in the NOTICE TO BIDDERS.
12. **DEMONSTRATIONS:** If the District considers a need, bidders shall be required to arrange trial installations or demonstrations of items or services bid. Failure to be able to provide such working trial installations or demonstration may disqualify the bidder's bid submittal. Unless otherwise requested by the District, bidders shall be required to provide the requested trial installations at the District's facility. ALL TRIAL INSTALLATIONS OR DEMONSTRATIONS SHALL BE PROVIDED FREE OF CHARGE TO

THE DISTRICT. Bidders may be required to reimburse the District for travel to demonstrations not held at the District's facility.

13. **AWARD OR REJECTION OF BIDS:** The contract(s) will be awarded as explained in the bid documents section "Information for Bidders - Specific." The Governing Board of the Perris Union High School District reserves the right to reject any/or all bids, to accept or reject any one or more items of a bid, and to waive any informality in the bids or in the bidding.
14. **AGREEMENT:** The form of agreement, which the successful bidder, as Vendor, will be required to execute, is included in the bid documents and should be carefully examined by the bidder. The agreement will be executed in two (2) original counterparts. The complete contract consists of the following documents: The Notice to Bidders, the Information for Bidders, Bid Response Templates, the Accepted Bid, the Specifications, the Plans, if any, and the Agreement, including all modifications thereof duly incorporated therein. All of the above documents are intended to cooperate and be complementary so that any instruction or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, materials, equipment, transportation and services necessary for the proper delivery and installation of all items called for in the contract.  

In the event an award notice is given to Konica Minolta, the terms and conditions for the Contract shall be in the following order of precedence: (1) the Konica Minolta Premier Finance (KMPF) Lease Agreement (2) Notice to Bidders, the Information for Bidders, Bid Response Templates, the Accepted Bid, the Specifications, the Plans (3) Konica Minolta Maintenance Agreement.
15. **CONDITIONAL BID:** The District reserves the right to reject any bid which imposes on purchases any conditions or terms which were not specified in the original bid document.
16. **DELIVERY DEADLINE:** To be determined upon award
17. **MATERIAL SPECIFICATIONS:** (a) All equipment bid for Component One shall be new and currently in production, shall not be reconditioned or re-manufactured nor have been used as display products. (b) For each item being offered by the Bidder on the Bid Response Template, regardless of whether the offered item is exactly "as specified" or is a purported "equivalent", the Bidder must be either the actual manufacturer of the item or the manufacturers, authorized dealer/reseller/distributor of that item.
18. **VENDOR TO COORDINATE DELIVERY AND OR SERVICE WITH DISTRICT REPRESENTATIVE:** The successful bidder will be required to schedule installation with each individual department and then separately for the District Office and other support services.
19. **PRICES / RATES:** The District will pay the Vendor for actual items/services provided to the District at the prices/rates that are listed on the (selected Bidder) "Bid Response Templates" that are/were submitted as part of the Bidders Bid.
20. **DISTRICT INSPECTOR:** For this Contract, the designated District Inspector shall be as follows:  
 Nick Newkirk, Director of Purchasing, Business Services.
21. **INSURANCE REQUIREMENTS FOR THIS CONTRACT:** When the Vendor will be performing work or services at District facilities and/or will be delivering items to the District using the Vendor's own transport vehicles (rather than via common carrier), the Vendor shall maintain adequate insurance to protect him/herself and the District from claims for damages or personal injury, including death, damage to property and loss of property, and from claims under Workers' Compensation Acts, which may arise from operations under a contract with the District.

The Vendor shall be required to file the following proofs of such insurance with the District prior to receiving authorization to proceed on a contract:

- Certificate of Insurance naming included the Perris Union High School District as an additional insured, confirming the following minimum coverage:
  - \$1,000,000 combined single limit **general liability** coverage, and



- \$1,000,000 **automobile liability** coverage,
- Endorsements to the above policies **namely including** Perris Union High School District as an additional insured.
- Proof of Workers' Compensation coverage (or proof that coverage is not required or applicable).

Should any of the above described policies be canceled prior to their expiration dates, the issuing company shall mail 30 days written notice of cancellation to the District.

The Vendor shall maintain current insurance documents, for all of the above coverage's, on file at the District during the term of any contract with the District.

- 22. AUTHORIZATION / NOTICE TO PROCEED:** The Vendor shall not proceed to deliver the awarded items and/or perform the services as awarded until the District has issued the Vendor an official Notice to Proceed or has issued a District Purchase Order referencing this award and Agreement.
- 23. PERMITS AND LICENSES:** Bidder and all of the Bidder's employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles, or services listed herein. All operations and materials shall be in accordance with all applicable Federal, State, County and City requirements.
- 24. TAX I.D. INFORMATION:** When requested by the District, the awarded Vendor shall be required to promptly submit its current tax identification information to the District, supplying a current W-9 and completion of the District's Vendor Information Sheet; these forms provide the District with additional important information to ensure that the awarded Vendor is correctly set up as a Vendor in the District's financial systems.
- 25. THE DISTRICT'S INSPECTOR:** All items shall be subject to the inspection of the designated District Inspector for this Contract or such qualified officer or employee as the Governing Board of the District may substitute therefore. Inspection of the items shall not relieve the Vendor from any obligation to fulfill this Contract. Defective items shall be made good by the Vendor, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the District Inspector and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the Vendor shall immediately remedy such defect in a manner satisfactory to the District.  
**The District shall have 7 days after the date of delivery to inspect and accept hardware. If no acceptance is received but hardware is not rejected within 7 days of date of delivery, hardware shall be deemed accepted by the District.**
- 26. REMOVAL OF REJECTED ITEMS:** All items rejected by the District Inspector at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Vendor who shall assume and pay the cost thereof without expense to the District, and shall be replaced by satisfactory items.
- 27. TERMINATION FOR BREACH:** If the said Vendor fails or neglects to supply or deliver any of said goods, articles, or service at the prices named and at the times and places above stated, then the District may, without further notice or demand, cancel and rescind this contract or may purchase said goods, supplies or services elsewhere, and hold said Vendor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said Vendor in performing any of the terms and conditions of this contract; it being specifically provided and agreed that time shall be the essence of this agreement. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.  
**Konica Minolta will agree to allow the District to terminate the maintenance portion of the Agreement, in whole or in part, upon Konica Minolta's failure to cure a default of its service obligations provided the District has provided Konica Minolta with 30 days written notice and the opportunity to cure.**  
**Konica Minolta recognizes the right of the District to purchase goods and services off – contract; however, we will accept no financial liability for the District having done so.**
- 28. DISTRICT'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF:** The District may withhold a sufficient amount or amounts of any payment otherwise due to the Vendor for Component Two or Three, service and supply costs, as in its judgment may be necessary to cover defective items not remedied, and the District may apply such withheld amount or amounts to the payment of such claims, in its discretion.

Konica Minolta cannot agree to Customer setoffs, withholding, deductions or adjustments to invoices. If a discrepancy is suspected, Customer can contact its Account Manager who will look into the situation and, if necessary, have a corrected invoice submitted for full payment. In the event the dispute will take longer than terms of payment specified in the terms and conditions of the Order, payment will be made in full by Customer and, if warranted, a credit will be posted to Customer's account upon resolution of dispute.

29. **EXTRA AND/OR ADDITIONAL SPECIFICATIONS AND CHANGES:** Should the District at any time during the performance of the contract request any alterations, deviations, additions or omissions from the Specifications or Plans or other Bid documents, it shall be at liberty to do so, and the same shall in no way affect or void the contract, but the cost will be added to or deducted from the amount of said contract price as the case may be, by a fair and reasonable valuation.

The estimated cost of a proposed change shall be established in one or more of the following methods:

- By an acceptable lump sum proposed from the Vendor.
- By unit price agreed upon by the District and the Vendor.

No change shall be made in any specification of any item under the contract unless a written statement setting forth the object of the change, its character, amount and the expense thereof is first submitted to the District and written consent thereto obtained.

30. **TIME OF COMPLETION:** The Vendor shall begin performance of the Contract promptly upon due execution and delivery to the District of the signed agreement and Bond (if required). The Vendor is obligated to completely and satisfactorily perform the Contract within the period or periods specified in the bid documents.

31. **INFRINGEMENTS - INDEMNIFICATION:** The Contractor shall assume the defense of all claims and suits against the District, its officers and agents, for infringement of the patents, copyrights, or trademarks of any person arising out of the use by the District, its officers or agents, or any article supplied under this bid. And the Contractor shall indemnify and hold harmless the District, its officers and agents, from any and all liability loss, or damage arising from such claims or suits. The Contractor agrees to hold the District harmless from any and all claims and liabilities for damage to all persons including but not limited to employees of the Contractor, arising out of and in the course of the performance of this agreement.

Konica Minolta agrees to defend, indemnify and hold harmless Customer against any third party claims that the equipment and/or products leased or purchased under this Agreement ("Products") violate any third party's intellectual property rights. Konica Minolta shall have no liability for any claims which are attributable to or related to: (a) any modification or alteration of the Products made by any party other than Konica Minolta; or (b) any combination of the Products with or any use of the Products with other products, parts, accessories or consumables manufactured by any party other than Konica Minolta; or (c) specifications, designs, standards or instructions provided to Konica Minolta by Customer; or (d) any other cause or reason not attributable to Konica Minolta. Konica Minolta's indemnification obligations are conditioned upon Customer: (i) promptly notifying Konica Minolta of any claim in writing; (ii) cooperating with Konica Minolta in the defense of the claim; and (iii) granting Konica Minolta sole control of the defense and settlement of the claim.

#### **GENERAL INDEMNIFICATION**

Contractor shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, agents, employees, and representatives free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, to the extent arising out of or incident to any act, omission, breach, or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, with counsel of District's choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the District, its officials, officers, agents, employees and representatives. To the extent of its liability, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District, its officials, officers, employees, agents, employees and



representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse District, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code Section 2782.

Konica Minolta agrees to indemnify, defend and hold harmless the Customer, its officers, directors, employees and agents from all loss, liability, claims or expenses (including reasonable attorney's fees) arising from bodily injury, including death, or property damage to any person, which are caused by Konica Minolta's acts or omissions, unless caused in whole or in part by any negligent act, omission or the willful misconduct of the Customer, its officers, directors, employees or agents. Konica Minolta's indemnification obligations are conditioned upon Customer: (i) promptly notifying Konica Minolta of any claim in writing; (ii) cooperating with Konica Minolta in the defense of the claim; and (iii) granting Konica Minolta sole control of the defense and settlement of the claim.

- 32. DELAY DUE TO UNFORESEEN OBSTACLES:** The parties to this contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of the materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is also established that the non-performance is not due in part to the fault or neglect of the party not performing.  
Force Majeure shall not apply to product payment or product lease payment obligations.
- 33. ATTORNEY'S FEES:** If suit is brought by either party to this contract to enforce any of its terms (including all component parts of the bid documents), and the District prevails in suit, the Vendor shall pay all litigation expenses incurred by the District, including attorneys' fees, court costs, expert witness fees and investigation expenses.
- 34. VENDOR IS NOT AN OFFICER, EMPLOYEE OR AGENT OF THE DISTRICT:** While engaged in carrying out and complying with the terms and conditions of this contract, the Vendor is an independent Vendor, and is not an officer, employee or agent of the District.
- 35. INSURANCE REQUIRED BY THE VENDOR:** The Vendor shall maintain insurance adequate to protect him/her from claims under workers' compensation acts, and from claims for damages for personal injury including death, and damage to property which may arise from operations under the contract in the amounts specified in the Specifications. The Vendor may be required by the District to file with the District certificates of such insurance. The failure to furnish such evidence, if required, may be considered default by the Vendor.
- 36. SUBCONTRACTING:** Vendor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Vendor subcontracts any part of this contract, Vendor shall be as fully responsible to the District for acts and omissions of his subcontractor, and of persons either directly or indirectly employed by his subcontractor, as he is for acts and omissions of persons directly employed by him. Nothing contained in bid documents shall create any contractual relation between any subcontractor and the District.  
  
District's consent to or approval of any subcontractor under this contract shall not in any way relieve Vendor of his obligations under this contract and no such consent or approval shall be deemed to waive any provision of this contract.
- 37. ASSIGNMENT OF CONTRACT:** No assignment by the Vendor of any contract to be entered into hereunder or of any part thereof, or of funds to be received thereunder by the Vendor, will be recognized by the District unless such assignment has had the prior approval of the District and the surety has been given due notice of such assignment in writing and has consented thereto in writing.  
It is the intent of Konica Minolta to assign the financed assets to one of our Premier Financing companies for the purposes of financing and billing. We will remain liable and responsible for delivering all services as specified by this proposal.
- 38. CASH DISCOUNTS:** All cash discounts shall be taken and computed from the date of delivery or the date of the receipt of the invoices, whichever is later.  
Konica Minolta does not offer payment discounts.

- 39. TOLL CHARGES:** The Vendor must make available to the District a toll free phone number if it is necessary that the District place long distance telephone calls in connection with the contract (for complaints, adjustments, shortages, failure to deliver, etc.).
- 40. SHIPPING INSTRUCTIONS:** Delivery of material and specified documentation by the delivery date is essential to maintain the operating schedule of Perris Union High School District facilities. Deliveries may be expedited by the District. Vendor shall notify Contract Services promptly of any conditions affecting the delivery date. The District may at its sole option accept or return deliveries which vary from the specified delivery date or quantities except for authorized partial shipments. All goods are to be shipped FOB Destination.
- 41. PACKING:** All items listed on the Purchase Order shall be packaged and shipped in accordance with good shipping practices. All items or their containers shall be piece marked with a description and Purchase Order number. Items disassembled for shipment shall be match marked. Unpainted surfaces and openings shall be protected from impact and weather damage.
- 42. PAYMENT:** All invoices shall be submitted to the District Accounting department. Purchase Order number will be entered on all invoices submitted for payment. In the event the District is entitled to a cash discount, the period of computations will commence on the date of delivery, or receipt of a currently completed invoice, whichever is later. If an adjustment in payment is necessary due to damages, the cash discount period shall commence on the date final approval for payment is authorized. If a discount is part of the Purchase Order, but the invoice does not reflect the existence of a cash discount, the District is entitled to a cash discount with the period commencing on the date it is determined by the Accounts Payable Technician that a cash discount. All invoices not providing a discount shall be paid within thirty days after receipt of invoice at the required destination. For any portion of the material which does not conform to the requirements of the Purchase Order, a corresponding portion of the price may be withheld until such nonconformance is corrected. Payment shall not forfeit the District's right to inspect and accept the material and its documentation, nor shall the withholding of any payment or prorated portion thereof preclude the District from pursuing any other rights or remedies it may have under the Purchase Order.  
Except for sales and use taxes, the Purchase Order price for the material is inclusive of all other fees, excises and charges which are now or hereafter imposed by federal, state, municipal, or other local public authority.  
**Konica Minolta does not offer payment discounts.**
- 43. ACCEPTANCE:** The District shall accept the equipment by means of a separate and specific to each device Delivery and Acceptance form being signed, after sufficient tests and inspections have been made by the District within a reasonable time after receipt of the material to determine that the material meets all the requirements of the Purchase Order. If such inspections and tests show the material, or any part thereof, not to be as specified in the Purchase Order, the District may reject such material and Vendor shall be advised and shall promptly correct or replace such rejected material at Vendors sole expense or at the District's option, shall issue credit for monies paid.  
**The District shall have 7 days after the date of delivery to inspect and accept equipment. If no acceptance is received but equipment is not rejected within 7 days of date of delivery, equipment shall be deemed accepted by the District.**
- 44. WARRANTY:** Vendor warrants articles supplied under this contract to conform to specifications herein, and the items and or material is fit for the purpose. The District and Vendor agree that this order does not exclude or in any way limit other warranties provided for in this order or by law.  
Vendor shall also warrant the item and or material to be free from defects in workmanship, materials, and design. Vendor shall conform to the requirements of the Purchase Order. Vendor shall, at its sole expense and promptly after notification by the District during any warranty period, correct or replace such defective material F.O.B. destination. The warranty period for such corrected or replaced material shall be an equal duration as the original warranty period and shall start upon acceptance of such corrected or replaced material.  
**Konica Minolta offers our Customer One Guarantee. Except for the warranties herein, Seller makes no other warranties whatsoever expressed or implied with regard to the service, the software included with the hardware, its installation and maintenance, and expressly excludes all implied warranties of merchantability and fitness for a particular purpose. For additional information, please refer to our Customer One Guarantee.**

45. **STATUTES AND CODES:** The material and or work shall comply with the applicable requirements of all statutes, acts, ordinances, regulations, codes and standards of legally constituted authorities having jurisdiction as of the date of the Purchase Order.
46. **PATENT, TRADEMARK, AND COPYRIGHT INDEMNITY:** Vendor agrees to indemnify the District and hold it harmless from and against all claims, liability, loss, damages or expenses, including counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement, or litigation based thereon with respect to the goods or any part thereof covered by this order. Such obligation shall survive acceptance of the goods and payment therefore by the District.  
**Konica Minolta agrees to defend, indemnify and hold harmless Customer against any third party claims that the equipment and/or products leased or purchased under this Agreement ("Products") violate any third party's intellectual property rights. Konica Minolta shall have no liability for any claims which are attributable to or related to: (a) any modification or alteration of the Products made by any party other than Konica Minolta; or (b) any combination of the Products with or any use of the Products with other products, parts, accessories or consumables manufactured by any party other than Konica Minolta; or (c) specifications, designs, standards or instructions provided to Konica Minolta by Customer; or (d) any other cause or reason not attributable to Konica Minolta. Konica Minolta's indemnification obligations are conditioned upon Customer: (i) promptly notifying Konica Minolta of any claim in writing; (ii) cooperating with Konica Minolta in the defense of the claim; and (iii) granting Konica Minolta sole control of the defense or settlement of the claim.**
47. **TAXES:** Unless otherwise indicated, the District agrees to pay all state sales tax and, when applicable, use tax. No charge by the Vendor shall be made for Federal Excise Taxes. The District agrees to furnish the Vendor, upon acceptance of the articles supplied under this Purchase Order, with a tax exemption of articles supplied under this Purchase Order and a tax exemption certificate where applicable.
48. **NON-WAIVER:** No provision of this order or the rights to receive reasonable performance of any act called for by the terms shall be deemed waived by a waiver by the District of a breach thereof as to any particular transaction or occurrence. No waiver by the District shall be valid unless expressly stated to be a waiver in a change order.
49. **UNCONTROLLABLE FORCES:** Vendor shall not be liable for delay in the delivery date or inability to perform the work due to any cause beyond its reasonable control, provided that the Vendor promptly notifies the District in writing of the nature, cause, date of commencement and expected impact of the event and has exercised due diligence in proceeding to meet the delivery date. The District shall then extend, if possible, the delivery date for an equitable period due to such causes. Such causes are as follows: strike, flood, fire, lightning, epidemic, quarantine restriction, war, sabotage, act of public enemy, earthquake, or material availability.
50. **PARTS:** Vendor warrants that any parts furnished to the District shall be new and/or exactly like original and shall be warranted by Vendor that the parts will fit their intended use.
51. **GOVERNING LAW:** The Contract, Agreement, and Purchase Order shall be construed under the laws of the State of California as if executed and to be performed wholly within the State of California.
52. **ASSIGNMENT:** Neither the Purchase Order nor any interest under it shall be assigned to any entity without the prior written consent of the District. The Purchase Order shall not be deemed an asset of the Vendor. If the Vendor enters into any voluntary or involuntary receivership, bankruptcy, or insolvency proceedings, the Purchase Order may be canceled at the District's option upon written notice to the Vendor.  
**It is the intent of Konica Minolta to assign the financed assets for the purposes of financing and billing. We, however, will remain liable and responsible for delivering all services as specified by this proposal.**
53. **NOTICES:** Any legal notice pertaining to the Purchase Order shall be in writing and sent registered or certified mail postage prepaid. The notice shall be sent to the District or to the Vendor, as appropriate, to their respective addresses appearing on the Purchase Order.
54. **COMPUTER HARDWARE & SOFTWARE:** Vendor hereby warrants that the products or services to be provided under this agreement comply with the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention. Vendor further agrees to indemnify and hold harmless the Perris Union High School District, and any District related office

school using the Vendor's products or services from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this agreement.

55. **DELIVERIES:** Deliveries are acceptable between the hours of 7:30 AM and 2:00 PM. No deliveries will be accepted on Saturdays, Sundays, legal and/or District holidays unless specifically provided for in the Purchase Order.
56. **BID PROTESTS:** Vendors may file a "bid protest" of a Bid with District's Superintendent within 5 business days after issuance of a Notice of Intent to Award. By submitting a bid, each bidder agrees this is an available administrative remedy that must be exhausted as a prerequisite to bringing any action against the District, and agrees that failing to do so shall constitute a waiver of any and all claims against the District which relate to this bid in any way. Nothing herein shall waive or otherwise excuse noncompliance with the requirement of providing a claim in compliance with California Government Code section 900 et seq.

In order for a Vendor's protest to be considered valid, the protest must:

- A. Be filed in writing within five (5) business days after issuance of a Notice of Intent to Award;
- B. Clearly identify the specific irregularity or accusation;
- C. Clearly identify the specific District staff determination or recommendation being protested;
- D. Specify, in detail, the facts and law supporting the protest; and
- E. Include all relevant, supporting documentation with the protest at time of filing.

By submitting a bid, bidder agrees that no fact, law, or legal theory that is not identified in the protest will be used in any subsequent arbitration, court action, or other form of binding dispute resolution. If the protest does not comply with each of these requirements, it will be rejected as invalid. If the protest is valid, District's Superintendent or designee shall review the basis of the protest and all relevant information, and provide a written decision to the protestor.

57. **INTERPRETATION:** If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. All Contract Documents are intended to, and shall be interpreted to conform to all applicable requirements of local, state and federal law. All applicable laws are incorporated herein by reference.
58. **AMENDMENTS:** The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the Parties and approved or ratified by the District's Governing Board.

# ***MAP OF DISTRICT***

***See District Website***

[www.puhsd.org](http://www.puhsd.org)

**BID FORM**

TO: PERRIS UNION HIGH SCHOOL DISTRICT, acting by and through its Governing Board, herein called the "District".

Pursuant to and in compliance with the Notice to Bidders and the other documents relating thereto, the undersigned Bidder, having familiarized him/herself with the terms of the Agreement, the Specifications, the Plans, if any, and other Bid documents, hereby proposes and agrees to perform, within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, all in strict conformity with the Specifications, Plans, if any, and other Bid documents, including Addenda Nos. \_\_\_\_, \_\_\_\_, \_\_\_\_, and \_\_\_\_ on file at the Purchasing & Contracts office of said District for the prices set opposite the articles listed herein on the Bid Response Templates.

It is understood that the District reserves the right to reject this bid in whole or in part; to waive informalities in the bids or in the bidding, and that this bid shall remain open and not be withdrawn for a period of sixty (60) days from the date prescribed for the opening of this bid.

It is understood that the successful bidder will be required to deliver: ALL ITEMS OR SERVICE OF THE STATED BID LISTED HEREIN, AS STIPULATED IN THE SPECIFICATIONS, PLANS, IF ANY, AND OTHER BID DOCUMENTS FOR THE FOLLOWING BID:

**Bid # 042617 Digital Copiers, All Inclusive Service and Supply, Related Software, 5 Year Term with Purchase and Lease Options & Managed Print Services**

**BID SUBMITTAL CONTENT:** It is understood that the complete BID SUBMITTAL shall include all of the following documents:

- BID FORM, BID SHEETS and BID RESPONSE TEMPLATES which must be submitted by a flash drive in addition to TWO (2) SETS OF ALL DOCUMENTS IN PRINTED FORMAT and signed by Bidder's authorized agent/officer.
- Bidder's list of REFERENCES.
- DESIGNATION OF SUBCONTRACTOR'S form.
- NON-COLLUSION BIDDING DECLARATION form.
- VENDOR'S CERTIFICATION REGARDING WORKERS' COMPENSATION form.
- NONDISCRIMINATION STATEMENT.
- FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

It is understood and agreed that if written notice of the acceptance of this bid is mailed, e-mailed or delivered to the undersigned within sixty (60) days after the opening of the bid, or at any time thereafter before this bid is withdrawn, the undersigned agrees that he/she will execute and deliver to the District a contract in the form attached hereto in accordance with the bid as accepted, all within five (5) days after receipt of notification of award, and that performance of the contract shall be commenced immediately by the undersigned bidder, upon due execution and delivery to the District of the contract, and shall be completed by the Vendor in the time specified in said Bid documents.

Notice of acceptance or requests for additional information should be addressed to the undersigned at the address stated below.

\_\_\_\_\_  
Proper Name of Bidder

\_\_\_\_\_  
Address

By: \_\_\_\_\_  
*Signature of Authorized Agent/Officer*

\_\_\_\_\_  
City, State & Zip Code

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
E-Mail address

**BID SHEETS****SECTION 1: Digital Copiers: Cover Page**

List Company name and address, contact name, email address, phone and fax machine number.

**Headquarters**

Konica Minolta Business Solutions U.S.A., Inc.  
100 Williams Drive  
Ramsey, NJ 07446  
Phone: 201-825-4000  
Fax: 201-818-3523

**Local Branch**

Konica Minolta Business Solutions U.S.A., Inc.  
1003 E. Brier Avenue  
Suite 120  
San Bernardino, CA 92408  
Phone: 909-824-2000  
Fax: 909-801-5211

Lucio Perez, Major Account Executive - ES  
1003 E. Brier Avenue  
Suite 120  
San Bernardino, CA 92408  
Phone: 909-801-5273  
Email: LPerez@kmbs.konicaminolta.us

David Mount, Major Account Sales Manager  
1003 E. Brier Avenue  
Suite 120  
San Bernardino, CA 92408  
Phone: 909-801-5275  
Email: DMount@kmbs.konicaminolta.us

Lyon Peraji, Market Vice President  
1003 E. Brier Avenue  
Suite 120  
San Bernardino, CA 92408  
Phone: 909-801-5233  
Email: LPeraji@kmbs.konicaminolta.us

## SECTION 2: Digital Copiers: Company Overview

Provide a brief company history to include products and services. Include any and all personal relationships known to exist between the District or its employees and that of Bidder at time of Bid response.

Konica Minolta is reshaping and revolutionizing the Workplace of the Future™. With our comprehensive portfolio, we embrace our history in innovation and our investments in future technologies to continually deliver solutions to leverage mobility, cloud services and optimize business processes with workflow automation. Our All Covered IT Services division offers a range of IT strategy, support, and network security solutions across all verticals. In the United States, our products, solutions and services are offered by more than 125 direct sales locations and 350 Authorized Dealers.

### At a Glance

Founded:	2003 (Merger of Konica Co.- est. 1873 & Minolta Corp.- est. 1959)
Headquarters:	2-7-2 Marunouchi, Chiyoda-ku, Tokyo, Japan
Revenue:	\$9 billion
Employees:	43,330
Presence:	160 countries on 6 continents
Manufacturing:	20 top-ranked facilities; China, Japan, USA,
Website:	<a href="http://www.konicaminolta.com">http://www.konicaminolta.com</a>

### Our Portfolio



#### Information Management

Enterprise Content Management (ECM)  
Document Management  
Automated Workflow Solutions  
Business Process Automation  
Security & Compliance  
Mobility  
eDiscovery Services



#### IT Services

Application Services  
Cloud Services  
IT Security  
Managed IT Services  
IT Consulting & Projects



#### Technology

Office Multifunction Business Solutions  
Commercial & Production Printers  
3D Printers  
Wide Format Printers  
Laptops, Desktops & Computer Hardware  
Servers & Networking Equipment  
Managed Print Services  
Managed Enterprise Services



## Fostering Meaningful Innovation to the World

Konica Minolta has established Business Innovation Centers (BICs) in five major regions across the world. Complementing our research and development, these teams closely collaborate with a diverse range of entities, such as academic institutions, research institutes, partner companies and startups.

Capitalizing on this model, the BIC's mission is to gain a deeper understanding of our customers' needs and deliver the greatest value to the world. We believe that the open and collaborative innovation will brighten up our future daily life and workplace.

## Environmental Sustainability

Based on our philosophy and vision, Konica Minolta has created an environmental policy that is reducing the environmental impact of every business process we conduct resulting in new social and economic value. Protecting our planet is a top priority of our leaders and employees. Our broad array of environmental initiatives - eliminating pollutants, reducing energy consumption and creating products and solutions that help our customers realize their own sustainability goals. We strive to assist our customers and are enabling them to construct their own environmental plans for becoming kinder to the environment. Our approach contributes to creating shared value (CSV) for environmental improvement with our customers, sharing ideas to improve and enhance everyone's environmental activities.

### EcoVision 2050

**Solar Energy Initiatives**

**Earth Friendly Products**

**IH Fixing Technology**

**Clean Planet Recycling**

**Simitri® HDE Polymerized Toner**

**PET Plastics**

**ICE-u Technology**

**OLED Lighting**

**Green Factory Certification System**

**Green Product Certification System**

**Green Marketing**

Our strategic and extensive development of these initiatives have achieved acclaim as being some of the best in the world, having the number one position in the overall manufacturing sector of the Nikkei Environmental Management Survey as well as receiving first-tier ratings in international CSR and SRI assessments.



**We are Konica Minolta. We are Giving Shape to Ideas.**





### **MULTI-METHOD bizhub SEND**

The proposed models are capable of simultaneously handling multiple jobs, for example, sending a document to a PC, a fax, and another bizhub in a single scan operation. They provide efficient multi-address transmission to suit the destination.

### **SCAN-TO-FTP**

Scan-to-FTP lets the user scan paper documents for direct transmission to a selected directory on an FTP server.

### **SCAN-TO-EMAIL**

Scan-to-Email allows the user to send scanned paper documents as Email attachments. Scan-to-Email supports S/MIME encryption and digital signatures, and additionally allows the user to search for and use addresses that are centrally managed on an LDAP server. The “e” series allows multiple attachments.

### **SCAN-TO-SMB**

Scan-to-SMB lets the user scan a paper document and send it directly to a shared folder on a client computer in a single operation. This handy feature allows document sharing in server-less environments. Only available on Windows.

### **SCAN-TO-BOX (With the HDD attached)**

Enables the user to scan a paper document and save it in a User Box on the MFP. Documents saved using this feature can be re-printed, transferred to FTP servers, or sent as Email attachments.

### **SCAN-TO-WEBDAV**

The “e” series support WebDAV, an extension protocol for HTTP. Scan-to-WebDAV saves scanned files on a server using an Internet connection, and lets users manipulate files almost as easily as files stored on a local server. Communication channels are encrypted with SSL, enabling the use of proxies without the need for any special settings to provide secure file sharing.

### **SCAN-TO-USB MEMORY**

Scan-to-USB Memory allows the user to save scanned paper documents directly to a USB memory device. Settings can be adjusted to prevent all users from using the feature or to control use of the feature on a user-by-user basis\*. \* Under default settings, access to this feature is disabled for all users.

### **TWAIN SCAN**

A TWAIN driver is used to read scanned data from a network PC into an application for processing and editing.

### **SCAN-TO-ME AND SCAN-TO-HOME**

The Scan-to-Me key sends the document to the user’s own Email address while the Scan-to-Home key sends it to a registered folder on a PC. It is possible to disable all keys except for the Scan-to-Me and Scan-to-Home keys in order to prevent non-authenticated users from scanning or sending documents.

**3.3 Output Finishing:** Bidder will specify the Finishing capabilities for each category of machine. In categories where booklet making finishers are an option, include the maximum number of booklets and pages within each booklet that can be produced. Indicate model numbers that correspond with the options priced in the Bid Response Template:

#### **ECC1-B&W**

Product Offered	Bizhub 368
Finishing Included	Built in output tray
Optional Available Finishing	FS-533 Inner Finisher (50 sheets) PK-519 Punch Kit for FS-533 Inner Finisher (50 Sheets) FS-536 Floor Finisher (50 Sheets) FS-536SD Floor Finisher with Booklet Making (80 page booklet) PK-520 Punch Kit for FS-536 and FS-536SD JS-506 Job Separator Tray

**ECC1-Color**

Product Offered Bizhub C458  
Finishing Included OT-506 Output Tray  
Optional Finishing FS-533 Inner Finisher (50 Sheets)  
PK-519 Punch Kit for FS-533 Inner Finisher  
FS-536 50- sheet Stapling Floor Finisher  
PK 520 Punch Kit for FS-536 Floor Finisher  
FS-536SD 50-sheet Stapling Finisher with Booklet Making (80 page booklet)  
FS-537 100 sheet Stapling Floor Finisher  
FS-537SD 100 sheet Stapling Floor Finisher with Booklet Making (80 page booklet)  
PK-523 Punch Kit for FS-537 Floor Finisher  
JS-506 Job Separator Tray

**ECC2-B&W**

Product Offered Bizhub 458  
Finishing Included OT-506 Output Tray  
Optional Finishing FS-533 Inner Finisher (50 Sheets)  
PK-519 Punch Kit for FS-533 Inner Finisher  
FS-536 50- sheet Stapling Floor Finisher  
PK 520 Punch Kit for FS-536 Floor Finisher  
FS-536SD 50-sheet Stapling Finisher with Booklet Making (80 page booklet)  
FS-537 100 sheet Stapling Floor Finisher  
FS-537SD 100 sheet Stapling Floor Finisher with Booklet Making (80 page booklet)  
PK-523 Punch Kit for FS-537 Floor Finisher  
JS-506 Job Separate Tray

**ECC2-Color**

Product Offered Bizhub C558  
Finishing Included OT-506 Output Tray  
Optional Finishing FS-533 Inner Finisher (50 Sheets)  
PK-519 Punch Kit for FS-533 Inner Finisher  
FS-536 50- sheet Stapling Floor Finisher  
PK 520 Punch Kit for FS-536 Floor Finisher  
FS-536SD 50-sheet Stapling Finisher with Booklet Making (80 page booklet)  
FS-537 100 sheet Stapling Floor Finisher  
FS-537SD 100 sheet Stapling Floor Finisher with Booklet Making (80 page booklet)  
PK-523 Punch Kit for FS-537 Floor Finisher  
PI-507 Post Inserter FS-537  
JS-506 Job Separator Tray

**ECC3-B&W**

Product Offered Bizhub 558  
Finishing Included OT-506 Output Tray  
Optional Finishing FS-533 Inner Finisher (50 Sheets)  
PK-519 Punch Kit for FS-533 Inner Finisher  
FS-536 50- sheet Stapling Floor Finisher  
PK 520 Punch Kit for FS-536 Floor Finisher  
FS-536SD 50-sheet Stapling Finisher with Booklet Making (80 page booklet)  
FS-537 100 sheet Stapling Floor Finisher  
FS-537SD 100 sheet Stapling Floor Finisher with Booklet Making (80 page booklet)  
PK-523 Punch Kit for FS-537 Floor Finisher  
JS-506 Job Separate Tray

**ECC4-B&W**

Product Offered Bizhub 654e  
Finishing Included OT-503 Output Tray

Optional Finishing FS-534 50 sheet Floor Finisher  
FS-534 50 sheet Floor Finisher with SD-511 Booklet Maker (80 page booklet)  
PK 520 Punch Kit for FS-534 Floor Finisher  
FS-535 100-sheet Stapling Finisher  
FS-535 100-sheet Stapling Finisher with SD-512 Booklet Maker (80 page booklet)  
PK-521 Punch Kit for FS-535  
PI-505 Post Inserter for FS-535

#### **ECC5 & 6-B&W**

Product Offered Bizhub 808  
Finishing Included OT-508 Output Tray  
Optional Finishing FS-536 50 Sheets Finisher  
FS-536SD 50 Sheets Finisher with Booklet Maker (80 page booklet)  
PK-520 Punch Kit for FS-536 Finisher  
FS-537 100 sheet Stapling Floor Finisher  
FS-537SD 100 Sheet Stapling Floor Finisher with Booklet Maker (80 page booklet)  
PK 523 Punch Kit for FS-537 Floor Finisher  
JS-602 Job Separator Tray  
PI-507 Post Inserter for FS-537

#### **ECC7-B&W**

Product Offered Bizhub 958  
Finishing Included OT-508 Output Tray  
Optional Finishing FS-536 50 Sheets Finisher  
FS-536SD 50 Sheets Finisher with Booklet Maker (80 page booklet)  
PK-520 Punch Kit for FS-536 Finisher  
FS-537 100 sheet Stapling Floor Finisher  
FS-537SD 100 Sheet Stapling Floor Finisher with Booklet Maker (80 page booklet)  
PK 523 Punch Kit for FS-537 Floor Finisher  
JS-602 Job Separator Tray  
PI-507 Post Inserter for FS-537

**3.4 Print Output Management:** Bidder will specify equipment ability to store, share, access, documents using print authentication and functionality that allows for secured print release for each category of machine. Minimum hardware requirements must be included in explanation. Specify how many usernames and passwords can be accessed at the device allowing for printing of selected jobs:

Konica Minolta devices natively support secured print release via its print driver. Users are able to create personal PIN codes for the purposes of securely releasing their print jobs. In addition, prints can be sent to secure mailboxes stored on the device's hard drive.

Konica Minolta devices support both MFP and LDAP-based authentication. MFP authentication mode supports up to 1,000 user accounts, while LDAP authentication has no limitations. All of the devices proposed in this bid support this functionality.

Konica Minolta offers a suite of complimentary device management applications including PageScope Net Care Device Manager (NCDM) and Data Administrator. NCDM streamlines the complete management of all output devices in the corporate network by providing real-time device usage and monitoring capabilities.

In addition to these specific requirements, Konica Minolta is proposing another print management solution to help with the print management infrastructure.

**3.5 Super G3 Fax Capability:** Bidder will specify faxing capabilities to include speed dialing, broadcast functionality, and confidential fax in box capability. Specify battery backup hours and the standard and optional fax memory:

All bizhub workgroup units can be equipped with Super G3 fax capability. Each fax board features a 33.6 Kbps modem, 200 up to 600 dpi resolution, and MH/MR/IMMR/IBIG compression. The multi-line fax kit option, makes the simultaneous reception and transmission of faxes possible; all A3 segment workgroup units support up to four fax lines. The bizhub 4050 and the rest of the Konica Minolta A4 product line, does not support multi-line capability. The creation of 1,000 abbreviated dials and 200 one-touch dials is possible on all workgroup units.

The Group Key allows users to store multiple destinations in one key. This feature is used when you have to transmit the same information to multiple destinations at the same time (broadcasting) or if you want to perform a sequential polling operation (dialing multiple locations and retrieving documents from the remote fax). You can store up to 100 groups (00-99) with up to 500 addresses stored in each Group. A combination of fax numbers and scan destinations can be stored in a group, enabling you to send the document as a fax or as a scanned document, based on the address stored. All workgroup equipment proposed, allows for clients to receive a fax and send that electronic document to a computer on the network simultaneously. You can also send a fax directly from your PC, or even receive all faxes in a single secure User Box for storage and later retrieval.

#### User Box features

A large capacity hard disk drive (250 GB workgroup units / 320 GB bizhub 4050) allows documents to be saved to User Boxes, and also facilitates document sharing and expands the possibilities for document usage. For example, documents can be saved to a User Box as they are copied or printed. Data can then be saved, reprinted, faxed, or sent in data format for easy distribution. Moreover, these fax images can be viewed as thumbnails and previewed on the MFP control panel, where documents can be merged or have individual pages deleted. A group box allows documents to be shared on a group-by-group basis when used in conjunction with the Account Track feature. The client may register up to 2,000 individual fax addresses and 100 group addresses, for quick access and easy sending, with regards to any Konica Minolta User Box.

**3.6 Print & Copy Tracking Capabilities:** Bidder will specify the standard print and copy tracking capabilities to include quantities for accounting codes, user authentication capabilities, quota setting, and report generating capabilities from a desk top PC and Mac environment.

Specify for each product category and list your preferred solution allowing for informing end users of the best device to select for a specific print job:

Standard print and copy tracking supports up to 1,000 accounting codes including quota setting and user restrictions. Account activity may be accessed through a web browser to generate reports. User Authentication is managed both inside the MFP and/or by synchronizing it with an Active Directory or LDAP Server.

MFP's and categories involved in this bid, through PageScope Account Tracking. Konica Minolta Print/Copy tracking capabilities support both PC and MAC computers and desktop reports can be accessed through a web interface. Konica Minolta has the ability to deploy its standard version of account tracking across all also compatible with both PC and MAC computers. User Authentication, quota setting, and report generation are supported across all levels.

The preferred solution for non-standard Print & Copy Tracking Capabilities is PaperCut MF. PaperCut's core purpose is to track all printing in a network environment. It keeps detailed print logs for all user printing activity. This logging helps to understand printing at the level of interest, such as by user, printer, group, department, office or shared account.

Some of the benefits are as follows:

- Track and budget staff printing by faculty, department, class or year level
- Change the way employees print with reminders to encourage positive behavior
- Pass the costs to the highest users with pay-per-use
- Assign student or department print quotas
- Use online payment gateways for easy fund transfers from banks or others like PayPal.
- Automatically update student lists with directory integration
- Offer wireless laptop printing

**3.7 Remote Job Submission Capabilities:** Bidder will name preferred option for Job Submission software and the capabilities within the various modules/levels available. Minimum Operating System and minimum hardware requirements must be included in explanation.

**3.8 Hard Drive Capacity:** Bidder will specify the standard and upgrade capacity of the hard drive for each category. State capabilities for storage and retrieval of documents on the Hard Drive for each category and indicate what is included in the basic requirement as priced for each product in the Bid Response Template:

Category	ECC1-B&W	ECC1-Color	ECC2-B&W	ECC3-Color	ECC3-B&W	ECC4-B&W	ECC5 & 6-B&W	ECC7-B&W
Model	bizhub 368	bizhub C458	bizhub 458	Bizhub C558	Bizhub 558	bizhub 654e	Bizhub 808	Bizhub 958
Store documents	Yes	YES	YES	YES	YES	Yes	Yes	Yes
Access documents	Password protection	Password protection	Password protection	Password protection	Password protection	Password protection	Password protection	Password protection
Hard Drive size	250 GB HD	250 GB HD	250 GB HD	250 GB HD	250 GB HD	250 GB HD	250 GB HD	250 GB HD
Maximum capacity	3,000 documents or 10,000 pages in up to 1,000 boxes	3,000 documents or 10,000 pages in up to 1,000 boxes	3,000 documents or 10,000 pages in up to 1,000 boxes	3,000 documents or 10,000 pages in up to 1,000 boxes	3,000 documents or 10,000 pages in up to 1,000 boxes	3,000 documents or 10,000 pages in up to 1,000 boxes	3,000 documents or 10,000 pages in up to 1,000 boxes	3,000 documents or 10,000 pages in up to 1,000 boxes
Set time restrictions	By Administrator	By Administrator	By Administrator	By Administrator	By Administrator	By Administrator	By Administrator	By Administrator
User boxes	100 maximum	1,000 maximum	1,000 maximum	1,000 maximum	1,000 maximum	100 maximum	100 maximum	100 maximum
Reprint function	Scanned, sent/outgoing faxes, previously printed document	Scanned, sent/outgoing faxes, previously printed documents	Scanned, sent/outgoing faxes, previously printed documents	Scanned, sent/outgoing faxes, previously printed documents	Scanned, sent/outgoing faxes, previously printed documents	Scanned, sent/outgoing faxes, previously printed document	Scanned, sent/outgoing faxes, previously printed document	Scanned, sent/outgoing faxes, previously printed document

**3.9 Security:** Bidder will outline standard and optional levels of hard drive security.

Specify Copy/Print/ Scan/Fax levels of security pertaining to hard drive data overwrite, sanitizing, and encryption functionality for each category of machine and indicate what is included in the basic requirement as priced for each product in the Bid Response Template, also detail your plan for removal of hard drives for machines being removed from service and specify how the plan applies to machines being returned to leasing companies, state if plan is standard or optional:

Konica Minolta provides data security standard. Not only does the bizhub come standard with 18 different security features, they are ALL certified. Many of our competitors either offer the certified security options as expensive add-on kits, or they are missing these critical features. Konica Minolta offers lock down protection with bizhub® SECURE: a set of enhanced password and data security measures to give your bizhub MFP an extra level of security. We offer professional safeguard services for both our larger MFP's and small MFP's that will be provided by your Konica Minolta field engineer.

Konica Minolta writes its own code and we are the only vendor to create our own print drivers (PCL, PS & XPS standard), our own video boards (only one with 8 bits per pixel imaging), and network interface boards (10/100/1000BaseT & USB standard). This impacts price as these features may be expensive options that are not provided upfront, and impacts service as expertise is outsourced with competitors. We spool copy/fax/print/scan jobs to RAM as a default, and not to



the hard drive. Many of our competitors spool everything to the hard drive, meaning customers must demand that hard drive be removed when lease is up, and pay more for this hassle.

At Equipment Installation:

All workgroup units are equipped with Konica Minolta's bizhub SECURE and production devices are installed with HDD encryption. To secure and protect any document image data that might be present on the MFP's hard drive during the course of the contract, the following Security Functions will be enabled upon delivery:

- Hard Drive Encryption (some models require optional HDD Encryption Kit i.e. PRESS C1085 & PRO 1100)
- Hard drive data can be encrypted using the Advanced Encryption Standard (AES)
- Data cannot be read even if the HDD is removed from the MFP (once hard drive is encrypted)
- Hard Drive Lock Password
- Hard Drive can be locked using a password of 20 alphanumeric characters.
- Data stored on the HDD is protected (even if the HDD is removed from the MFP and installed into a different MFP or PC the data cannot be read - the hard drive will not turn on)
- Automatic Deletion of any Temporary Image Data
- Data Overwrite of Electronic Documents on a Timed Basis
- Data Auto Deletion allows an administrator to set an auto deletion timer for data stored in the personal or public user boxes, as well as system boxes (e.g. secure print box or encrypted PDF print box)
- The auto deletion setting will erase the copy, print, scan or fax jobs stored in boxes, depending on the storage period and the time frame selected for deletion
- The data is automatically erased using a highly secure, U.S. Department of Defense (DoD), overwrite method
- At Contract End:
- MFP will be picked up according to the respective terms and conditions of your contract and disposed of accordingly in a responsible manner
- Internal data of the machine will not be altered or modified in any way
- Where available, a Konica Minolta field engineer will perform a "data overwrite" of the hard drive using built-in sanitization technology
- The drive will be cleared of data and re-initialized in the machine before disposal (availability of this option depends on model and configuration - additional fees apply)
- At the time of disposal, the internal hard drive will be removed and returned to the customer if they so choose
- A replacement hard drive will be installed and re-initialized with the generic device control programs. (availability of this option depends on model and configuration - additional fees apply plus the cost to replace the hard drive)
- Additional services of the outside the scope and/or conditions of the contract or that prevent Konica Minolta's ability to efficiently and reasonably execute of the HDD security are subject to hourly fees to cover the execution of those services

**3.10 B/W & Color Print Controller Capabilities:** Bidder will specify print controller and print driver functionality listing all emulation printing capabilities for each controller proposed for each category.

Konica Minolta's proprietary Emperon printer controller supports PS, PCL and XPS modes as standard, and now provides even more advanced functionality.

#### PRINTER DRIVER SCREEN CUSTOMIZATION FEATURE — MY TAB

Offers high operability during printing by allowing paper size, original orientation, enlargement/reduction ratio, and other frequently used features to be concentrated on a single tab.

#### Bizhub 368

-Processor / Speed / Memory: 1.2 GHz Shared with Copier

-Print Resolution / Grayscale Gradations: 600 dpi (600 equivalent) x 600 dpi, 1200 x 1200

-Interface: Standard Ethernet (10Base-T/100Base-TX/1000Base T); Hi-Speed USB 2.0, USB 1.1, USB Host

#### Bizhub C458

- Processor / Speed / Memory : 1.2GHz / 4 GB RAM (shared print, copy, scan and fax memory)
- Print Resolution / Grayscale Gradations: 600 x 600 dpi (1200 equivalent x 1200 dpi), 1200 x 1200 dpi
- Interface: Standard Ethernet (10Base-T/100Base-TX/1000Base T); Hi-Speed USB 2.0, USB 1.1, USB Host
- Print Features: Encrypted Network Password Printing, My Tab Driver Feature, Print from USB Memory

#### Bizhub 458

- Processor / Speed / Memory: 1.2GHz (Shared with Copier)
- Print Resolution / Grayscale Gradations: 600 x 600 dpi or 1200 x 1200 dpi
- Interface: 10 Base-T/100 Base-TX/1000 Base-T, USB 1.1, USB 2.0, USB Host
- Print Features: Encrypted Network Password Printing, My Tab Driver Feature, Print from USB Memory

#### Bizhub C558

- Processor / Speed / Memory: 1.2 GHz (Shared with Copier) /4 GB RAM (shared copier memory) /250 GB (shared copier HDD)
- Print Resolution / Grayscale Gradations: 600 x 600 dpi or 1200 x 1200 / 256 shades
- Interface: 10 Base-T/100 Base-TX/1000 Base-T, USB 1.1, USB 2.0, USB Host
- Print Features: Encrypted Network Password Printing, My Tab Driver Feature, Print from USB Memory

#### Bizhub 558

- Processor / Speed / Memory: 1.2 GHz (Shared with Copier) /4 GB RAM (shared copier memory) /250 GB (shared copier HDD)
- Print Resolution / Grayscale Gradations: 600 x 600 dpi or 1200 x 1200 / 256 shades
- Interface: 10 Base-T/100 Base-TX/1000 Base-T, USB 1.1, USB 2.0, USB Host
- Print Features: Encrypted Network Password Printing, My Tab Driver Feature, Print from USB Memory

#### Bizhub 654e

- Processor / Speed / Memory: 1.2GHz (Shared with Copier)
- Print Resolution / Grayscale Gradations: 600 x 600 dpi or 1200 x 1200 dpi
- Interface: 10 Base-T/100 Base-TX/1000 Base-T, USB 1.1, USB 2.0, USB Host
- Print Features: Encrypted Network Password Printing, My Tab Driver Feature, Print from USB Memory

#### Bizhub 808

- Processor / Speed / Memory: 1.2GHz (Shared with Copier)
- Print Resolution / Grayscale Gradations: 1800 x 600 dpi or 1200 x 1200 dpi
- Interface: 10 Base-T/100 Base-TX/1000 Base-T, USB 1.1, USB 2.0, USB Host
- Print Features: Encrypted Network Password Printing, My Tab Driver Feature, Print from USB Memory

#### Bizhub 958

- Processor / Speed / Memory: 1.2GHz (Shared with Copier)
- Print Resolution / Grayscale Gradations: 600 x 600 dpi or 1200 x 1200 dpi
- Interface: 10 Base-T/100 Base-TX/1000 Base-T, USB 1.1, USB 2.0, USB Host
- Print Features: Encrypted Network Password Printing, My Tab Driver Feature, Print from USB Memory

- 3.11 Memory:** Bidder will specify the standard memory needed to operate all functions of each machine operating in a networked environment for each category of machine and indicate what is included in the basic requirement as priced in the Bid Response Template:

Most of our MFP's carry 2 gigs of RAM, of this 50% of this memory is used by the machine's operating system. The other portion of RAM is used for copying and scanning functions, the HDD is used when RAM is full or longer term storage of files. The standard memory listed below is sufficient to operate all-inclusive and option accessories and functions listed within this RFP response.

Category	ECC1-B&W	ECC1-Color	ECC2-B&W	ECC2-Color	ECC3-B&W	ECC4-B&W	ECC 5&6 B&W	Ecc7 B&W
Model	bizhub 368	bizhub C458	bizhub 458	bizhub C558	bizhub 558	bizhub 654e	Bizhub 808	Bizhub 958
Standard Hard Drive size	250 GB HD	250 GB HD	250 GB HD	250 GB HD	250 GB HD	250 GB HD	250 GB HD	250 GB HD
Standard RAM	4 GB	4 GB	4 GB	4 GB	4 GB	2 GB	4 GB	4 GB

- 3.12 Invoicing:** Summary Invoice(s) and report(s) for monthly service and supply charges containing each individual school site/department, copier/printer by asset number and serial number with current month & previous month meter, net number of prints/copies produced in specific dated period covered for billing period must be electronically submitted to the District's specified location for processing. Specify your intent to include at a minimum each invoice description and data as a standard invoice inclusion. **Include a sample invoice reflecting at a minimum the requested inclusions:**

Konica Minolta provides our clients with extremely flexible methods of invoicing. A large selection of customer specific data can be captured and, upon award, Konica Minolta will provide the District with an invoice in a format specifically designed to meet your needs. Konica Minolta is able to consolidate billing for divisions or regions and issue a single monthly invoice, with detail for each location, for all lease and service invoices. At this time, invoices for purchased equipment are generated individually and cannot be consolidated into a summary bill; however, all relevant data, such as department, cost center and division, can be displayed on this invoice.

Upon award of a contract, your Konica Minolta dedicated Account Management Team will schedule a meeting with the District to review the billing process and establish a method and format for invoicing. We will review the billing structure required by you and form a customized billing plan designed to meet the specific needs. Please refer to the Sample Invoice included in Section 5 included in our response.

- 3.13 Customer Satisfaction Surveys:** The Bidder shall periodically (within 30 days of a request by the District) survey District users about the entire realm of copying, and printing services. Survey shall be developed and administered by the Bidder with input from District administration. All raw data and compiled results shall be reported to the District by Bidder. It is the responsibility of the Bidder to deliver a report to District within 14 days of completion. The Bidder shall act within 30 days (standards to be determined by District) to resolve complaints reported in surveys. **Include a sample user survey(s) currently in use:**

An annual Customer Satisfaction Survey will be deployed to gain an understanding of our your overall satisfaction with eight high level customer touch points: Overall Experience, Sales Experience, Products and Solutions, Billing Experience, Ordering and Delivery, Installation and Deployment, Customer Care & Digital Solutions Centers, and Service and Support. Results are shared throughout the organization and strategies are developed for areas needing improvement. Short Transactional Surveys, triggered by key touch point events, are used to achieve a deeper understanding of what aspect of the experience left the customer satisfied or dissatisfied.

Actionable customer feedback is shared with the appropriate operational groups to ensure continual improvements for a frictionless customer experience.

Additionally, you will have the option to provide feedback on the quality of each transaction via a telephone based survey application. The survey application provides the ability to score the interaction with the Konica Minolta agent as well as provide feedback via a voicemail component embedded in the survey application. For calls routed to our Customer Care Center for online assistance, you will be offered feedback opportunities via an online survey. Details and requirements can be determined upon further discussions and discovery. Please refer to our Customer Experience Survey Sample included in Section 5 our response.

**3.14 Account Team Structure:** The Bidder shall have a clearly defined team responsible for the District account. All Bidder team members responsible for assignment to any physical location must comply with all District policies including background checks and drug screening, and submit confidentiality agreements to the District upon award. Specify adherence to Team Structure, name, title and detail the job responsibility for each team member:

Konica Minolta is proud to designate our Major Account Team from our San Bernardino office as the management team for our relationship with the District. We are proposing to act as your business partner, not simply an equipment supplier. To fully support that claim, the team assigned to your account will work with you to develop programs and processes that will deliver optimal results throughout your organization. Lucio Perez, our Account Representative, will act as your primary point of contact for all aspects of our relationship. In addition, Lucio will have clearly defined escalation process that will be implemented should any issues arise. We are in the best position to help you move into a managed print environment.

The Account Management Team that will be assigned includes:

Lucio Perez, Major Account Executive -

David Mount, Major Account Sales Manager -

Lyon Peraji, Market Vice President -

Christina Sanders, Customer Service Representative –

Konica Minolta is unique in the amount of resources it has available to manage any individual account, beyond your account manager. The District will be part of Konica Minolta's Enterprise Engagement Team (EET) which consists of an Engagement Team Manager, the Business Development Analyst (BDA), and a Project Coordinator (PC) for help post-sales implementation. The EET will ensure all project goals / milestones are completed in time, using Prince2 project management and that the periodic account reviews are done on a timely manner and bring value to SRP.

The District will also be assigned an Accounts Solutions Analyst who manages the MPS program, ensures all adds/removes/changes are executed, manages the MPS contracts, and does the analytic details from the reports provided to our customer they look for trends and opportunities to continually optimize the District print fleet.

**3.15 Network Requirement:** Each digital copier/printer must perform its advertised functions as listed on the OEM brochure in a "stand-alone" mode as well as being connected to the District computer network (see attached Network Information). The District requires that all print drivers can be "pushed out" on the network to prevent any need for drivers to be loaded at each workstation. Specify Network Requirements for each category of machine, including requirements for options listed in Bid Template for each product category:

**Konica Minolta print drivers can be loaded on to a server to be pushed out (via sharing or via group policy). Listed below is the compatible operating systems and interfaces.**

**Category ECC1 BW = bizhub 368**

Windows Server 2008 Standard/Enterprise\*\*, Window Server 2008 Standard/Enterprise R2, Windows Server 2012†,

XPS: Windows Vista\*\*, Windows 7\*\*\*, Windows 8\*\*, Window Server 2008 Standard/Enterprise\*\*, Window Server 2008 Standard/Enterprise R2, Windows Server 2012†;  
Mac (PS-PPD): OS 9.2, OS X 10.2.8 to 10.8; Mac (Intel): OS X 10.4 to 10.8  
Interface 10 Base-T/100 Base-TX/1000 Base-T, USB 1.1, USB 2.0, USB Host  
Network Protocols TCP/IP (IPv4/IPv6), BOOTP, ARP, ICMP, DHCP, DHCP v6, AutoIP, SLP, SNMP, FTP, LPR/LPD, RAW Socket, SMB, IPP, HTTP, POP, SMTP, LDAP, NTP, SSL, IPX, AppleTalk, Bonjour, NetBEUI, WebDAV, DPWS, S/MIME, IPsec, DNS, DynamicDNS, LLMNR, LLTD, SSDP, SOAP

**Category ECC1 Color = bizhub C458**

Windows Server 2008 Standard/Enterprise\*\*, Window Server 2008 Standard/Enterprise R2, Windows Server 2012†,  
XPS: Windows Vista\*\*, Windows 7\*\*\*, Windows 8\*\*, Window Server 2008 Standard/Enterprise\*\*, Window Server 2008 Standard/Enterprise R2, Windows Server 2012†;  
Mac (PS-PPD): OS 9.2, OS X 10.2.8 to 10.8; Mac (Intel): OS X 10.4 to 10.8  
Interface 10 Base-T/100 Base-TX/1000 Base-T, USB 1.1, USB 2.0, USB Host  
Network Protocols TCP/IP (IPv4/IPv6), BOOTP, ARP, ICMP, DHCP, DHCP v6, AutoIP, SLP, SNMP, FTP, LPR/LPD, RAW Socket, SMB, IPP, HTTP, POP, SMTP, LDAP, NTP, SSL, IPX, AppleTalk, Bonjour, NetBEUI, WebDAV, DPWS, S/MIME, IPsec, DNS, DynamicDNS, LLMNR, LLTD, SSDP, SOAP

**Category ECC2 BW =bizhub 458**

Windows Server 2008 Standard/Enterprise\*\*, Window Server 2008 Standard/Enterprise R2, Windows Server 2012†,  
XPS: Windows Vista\*\*, Windows 7\*\*\*, Windows 8\*\*, Window Server 2008 Standard/Enterprise\*\*, Window Server 2008 Standard/Enterprise R2, Windows Server 2012†;  
Mac (PS-PPD): OS 9.2, OS X 10.2.8 to 10.8; Mac (Intel): OS X 10.4 to 10.8  
Interface 10 Base-T/100 Base-TX/1000 Base-T, USB 1.1, USB 2.0, USB Host  
Network Protocols TCP/IP (IPv4/IPv6), BOOTP, ARP, ICMP, DHCP, DHCP v6, AutoIP, SLP, SNMP, FTP, LPR/LPD, RAW Socket, SMB, IPP, HTTP, POP, SMTP, LDAP, NTP, SSL, IPX, AppleTalk, Bonjour, NetBEUI, WebDAV, DPWS, S/MIME, IPsec, DNS, DynamicDNS, LLMNR, LLTD, SSDP, SOAP

**Category ECC2 Color= bizhub C558**

Windows Server 2008 Standard/Enterprise\*\*, Window Server 2008 Standard/Enterprise R2, Windows Server 2012†,  
XPS: Windows Vista\*\*, Windows 7\*\*\*, Windows 8\*\*, Window Server 2008 Standard/Enterprise\*\*, Window Server 2008 Standard/Enterprise R2, Windows Server 2012†;  
Mac (PS-PPD): OS 9.2, OS X 10.2.8 to 10.8; Mac (Intel): OS X 10.4 to 10.8  
Interface 10 Base-T/100 Base-TX/1000 Base-T, USB 1.1, USB 2.0, USB Host  
Network Protocols TCP/IP (IPv4/IPv6), BOOTP, ARP, ICMP, DHCP, DHCP v6, AutoIP, SLP, SNMP, FTP, LPR/LPD, RAW Socket, SMB, IPP, HTTP, POP, SMTP, LDAP, NTP, SSL, IPX, AppleTalk, Bonjour, NetBEUI, WebDAV, DPWS, S/MIME, IPsec, DNS, DynamicDNS, LLMNR, LLTD, SSDP, SOAP

**Category ECC3 BW= bizhub 558**

Windows Server 2008 Standard/Enterprise\*\*, Window Server 2008 Standard/Enterprise R2, Windows Server 2012†,  
XPS: Windows Vista\*\*, Windows 7\*\*\*, Windows 8\*\*, Window Server 2008 Standard/Enterprise\*\*, Window Server 2008 Standard/Enterprise R2, Windows Server 2012†;  
Mac (PS-PPD): OS 9.2, OS X 10.2.8 to 10.8; Mac (Intel): OS X 10.4 to 10.8  
Interface 10 Base-T/100 Base-TX/1000 Base-T, USB 1.1, USB 2.0, USB Host  
Network Protocols TCP/IP (IPv4/IPv6), BOOTP, ARP, ICMP, DHCP, DHCP v6, AutoIP, SLP, SNMP, FTP, LPR/LPD, RAW Socket, SMB, IPP, HTTP, POP, SMTP, LDAP, NTP, SSL, IPX, AppleTalk, Bonjour, NetBEUI, WebDAV, DPWS, S/MIME, IPsec, DNS, DynamicDNS, LLMNR, LLTD, SSDP, SOAP

**Category ECC4 B&W =bizhub 654e**

Windows Server 2008 Standard/Enterprise\*\*, Window Server 2008 Standard/Enterprise R2, Windows Server 2012†,  
XPS: Windows Vista\*\*, Windows 7\*\*\*, Windows 8\*\*, Window Server 2008 Standard/Enterprise\*\*, Window Server 2008 Standard/Enterprise R2, Windows Server 2012†;  
Mac (PS-PPD): OS 9.2, OS X 10.2.8 to 10.8; Mac (Intel): OS X 10.4 to 10.8  
Interface 10 Base-T/100 Base-TX/1000 Base-T, USB 1.1, USB 2.0, USB Host  
Network Protocols TCP/IP (IPv4/IPv6), BOOTP, ARP, ICMP, DHCP, DHCP v6, AutoIP, SLP, SNMP, FTP, LPR/LPD, RAW Socket, SMB, IPP, HTTP, POP, SMTP, LDAP, NTP, SSL, IPX, AppleTalk, Bonjour, NetBEUI, WebDAV, DPWS, S/MIME, IPsec, DNS, DynamicDNS, LLMNR, LLTD, SSDP, SOAP

**Category ECC5 & 6 B&W =bizhub 808**

Windows Server 2008 Standard/Enterprise\*\*, Window Server 2008 Standard/Enterprise R2, Windows Server 2012†,  
XPS: Windows Vista\*\*, Windows 7\*\*\*, Windows 8\*\*, Window Server 2008 Standard/Enterprise\*\*, Window Server 2008 Standard/Enterprise R2, Windows Server 2012†;  
Mac (PS-PPD): OS 9.2, OS X 10.2.8 to 10.8; Mac (Intel): OS X 10.4 to 10.8  
Interface 10 Base-T/100 Base-TX/1000 Base-T, USB 1.1, USB 2.0, USB Host  
Network Protocols TCP/IP (IPv4/IPv6), BOOTP, ARP, ICMP, DHCP, DHCP v6, AutoIP, SLP, SNMP, FTP, LPR/LPD, RAW Socket, SMB, IPP, HTTP, POP, SMTP, LDAP, NTP, SSL, IPX, AppleTalk, Bonjour, NetBEUI, WebDAV, DPWS, S/MIME, IPsec, DNS, DynamicDNS, LLMNR, LLTD, SSDP, SOAP

**Category ECC 7 B&W =bizhub 958**

Windows Server 2008 Standard/Enterprise\*\*, Window Server 2008 Standard/Enterprise R2, Windows Server 2012†,  
XPS: Windows Vista\*\*, Windows 7\*\*\*, Windows 8\*\*, Window Server 2008 Standard/Enterprise\*\*, Window Server 2008 Standard/Enterprise R2, Windows Server 2012†;  
Mac (PS-PPD): OS 9.2, OS X 10.2.8 to 10.8; Mac (Intel): OS X 10.4 to 10.8  
Interface 10 Base-T/100 Base-TX/1000 Base-T, USB 1.1, USB 2.0, USB Host  
Network Protocols TCP/IP (IPv4/IPv6), BOOTP, ARP, ICMP, DHCP, DHCP v6, AutoIP, SLP, SNMP, FTP, LPR/LPD, RAW Socket, SMB, IPP, HTTP, POP, SMTP, LDAP, NTP, SSL, IPX, AppleTalk, Bonjour, NetBEUI, WebDAV, DPWS, S/MIME, IPsec, DNS, DynamicDNS, LLMNR, LLTD, SSDP, SOAP

- 3.16 Build Status:** All equipment furnished under this Bid shall be currently manufactured with no prior usage other than that necessary for initial setup. Devices must have supplies necessary to operate machine (except paper) at time of delivery.

Specify intent to comply:

Konica Minolta understands and will comply.

- 3.17 Service Level Agreement:** The District and the awarded Bidder will execute a Service Level Agreement to ensure the Bidder will consistently provide service that meets or exceeds the District expectations.

**3.17.1 Service Level Agreement – Damages and Cancellation provisions;** the District is interested in receiving monetary damages on any equipment upon Bidder's default of agreed to performance criteria. Included in this criterion is the minimum acceptable equipment performance standard of 95% uptime measured by individual unit. Equipment uptime is calculated using a 9 hour work day (8:00 A.M – 5:00 P.M.), Monday through Friday and 22 work days per month, which is 198 working hours per month. Equipment that is "down" will be described as being unable to complete functionality for any of the user's copy/fax/print/scan (as equipped) requirements. Preventative maintenance is exempted. Any equipment downtime (measured from the time a service call is placed) will be divided by 198 working hours, subtracted from 1 and multiplied by 100 to derive an up-time percentage.

Konica Minolta service guarantees are based on the corporate service standard of a minimum 95% average fleet uptime.



Within 1 hour of receipt of call, the technician or dispatcher will contact the requestor to confirm call receipt and provide an estimated time of arrival. Konica Minolta is committed to a four (4) business hour average on-site response time (two (2) business hour average on-site response time for production print units) for all District locations serviced by a branch. Remote locations outside this radius will be responded to, on-site, within an average of six (6) business hours from call placement. Upon arrival, the Authorized Technician will utilize their own "trunk stock" of inventory, which consists of most common replacement parts, to ensure first call repair.

The Konica Minolta definition of uptime is based on full hardware availability producing quality output. Uptime Average is calculated as [(Availability Hours) – (Downtime)] / (Availability Hours) with the product rounded down to the nearest whole number.

(i) "Availability Hours" shall mean the number of Business Hours per calendar month that the hardware is on-site, operating according to specifications, and fully available for use by the customer. Business Hours are between 8:00 a.m. and 5:00 p.m. (local time) excluding federal holidays.

(ii) "Downtime" shall mean the number of business hours in any calendar month during which an item of hardware, maintained hereunder, is inoperative during the month and such inoperability is not due to misuse, fire, or using the hardware in a manner other than its intended uses. Downtime is calculated from the point in time when Konica Minolta receives the service request for hardware that cannot perform its functions until such time as the hardware is operating per Konica specifications. Downtime includes machine-repair time and response time when the hardware is inoperative. Downtime excludes preventive maintenance, hardware move time, time consumed in producing usable copies, service interruptions due to customer payment delays/non-payment, or maintenance service rendered due to user misuse.

a) Is Bidder willing to credit all images produced on individual devices that fail the 95% uptime guarantee during the 90 day period being measured?

If a unit fails to achieve the 95% uptime guarantee during the 90 day period, Konica Minolta will implement a credit back program which will enable the District to attain a credit of the invoiced service amount for ninety (90) day measurement period as follows

Less than 95% uptime = 10% of that quarter's billing for the non-performing unit.

Less than 90% uptime = 20% of that quarter's billing for the non-performing unit.

Less than 85% uptime = 30% of that quarter's billing for the non-performing unit.

b) In an effort to increase the Bidders accountability, the District is interested in cancellation provisions should performance guarantees, measured by individual machine be unfulfilled within any 30 day period. The District will notify Bidder of the performance breach in writing to Bidders address. Bidder will have 30 days to cure the stated issue(s) or the District, at their discretion, may cancel the entire maintenance portion of their agreement with Bidder. State your acceptance of 3.17.1 (A & B) or provide your alternative.

Konica Minolta will agree to allow the District to terminate the Maintenance Agreement, in whole or in part, upon Konica Minolta's failure to cure a default of its service obligations provided the District has provided Konica Minolta with 30 days written notice and the opportunity to cure. Cancellation of any 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 become due plus the cost of returning the product to a location and in a manner designated by Konica Minolta.

---

**3.18 Monthly Payment:** Monthly equipment lease payment will be determined by equipment cost alone. There will be no origination fees or any other fees associated with the agreement. Bidder is to submit with Bid response a sample copy of the selected lease document inclusive of a Non-Funding clause intended for use for this Bid:

- A) List your \$1.00 (standard) lease rates for 12, 24, 36, 48, and 60 months. **Note the Bid Response Templates only require Municipal Lease rates to be entered on templates**

**Standard \$1.00 Lease:**

**12 Month: .0939**

**24 Month: .0494**

**36 Month: .0333**

**48 Month: .0262**

**60 Month: .0219**

**Municipial \$1.00 Lease:**

**12 Month: .0872**

**24 Month: .0450**

**36 Month: .0303**

**48 Month: .0234**

**60 Month: .0189**

- B) Bidder will state intent to include sample lease documents inclusive of a “Non-Funding” addendum that corresponds with the rates quoted on the Bid Response Templates.

**Konica Minolta will provide sample lease documents and will comply with this item**

**3.19 Service and Supplies:** No minimum volume for any unit as part of this agreement will be allowed. All service and supply charges for actual prints/copies produced will be billed in arrears for the term written into the Service and Supply Agreement. All images produced by Bidders service technicians or for specific servicing purposes will be credited to actual prints made in the same billing period. Any and all deviations must be itemized. Please respond to the following:

- A) What are the normal hours of operation of the service department?**

**Konica Minolta standard service hours are from 8:00am to 5:00pm Monday to Friday, excluding holidays. We will mutually agree on the applicable holiday schedule, which varies annually, during the contract term. Printers requiring onsite service are responded to next day. Konica Minolta can offer various 24/7 and emergency after hours support plans. The details and costs will vary according to need and can be discussed upon negotiation.**

- B) The District requests all service calls to be placed through a web-based dispatch system. All email-based requests must also provide a confirmation to the requester or the person assigned by the District to receive service call actions to include call re-logs and/or successful unit repair. The Bidder’s service supervisor/manager must also be CC in each email. Describe your process for how technicians perform the following:**

- I) Receive service calls
- II) Close service calls
- III) Re-log a call
- III) Replenish parts inventories
- IV) Obtain a needed part they do not have while on a call



V) Describe any service bonus/incentive program currently in place for technicians

Konica Minolta offers a unique web-based fleet service management tool, [www.MyKMBS.com](http://www.MyKMBS.com), which allows our clients to quickly and easily manage the equipment in their fleet. MyKMBS offers the ability to place service calls and order supplies online, as well as run ad hoc fleet management reports, which include usage, uptime and other valuable data relevant to your fleet. The primary focus of MyKMBS.com is to provide our clients with an on-line service management tool, designed to manage their equipment fleet more efficiently. Additionally, it provides an outlet for KMBS to communicate with its customers in a way never before possible. This site provides 24 hours a day, 7 days a week real-time access to all of your equipment information needs, an offering only available through Konica Minolta.

We also utilize a centralized service call request process that ensures timely responses to all service requests. This service call process has been standardized, through the Konica Minolta's Customer Care Center. The Customer Care Center is staffed 24 hours a day, 365 days per year, with trained customer support professionals to ensure each customer receives consistently high levels of service in a simple to manage manner. All your locations will be provided toll-free and web-based access to the Customer Care Center, and users can initiate a service call either through the dedicated toll-free hotline or [www.MyKMBS.com](http://www.MyKMBS.com), our interactive fleet management site, from anywhere at any time.

Upon receipt of a service request, a Customer Support Representative enters all machine and call related information into the Konica Minolta SAP-based Service Management system, which automatically creates a unique service ticket and immediately notifies the assigned Konica Minolta branch technician of a new service call. Within one hour of receipt of call, the technician or dispatcher will contact the requestor to confirm call receipt and provide an estimated time of arrival. The Konica Minolta Branch Service Technician utilizes a wireless connected laptop and direct-connect cellular phone to manage the service dispatch process and instantly access information required to maintain our equipment. Through this system, each Branch Service Technician automatically receives new call notification from the NCSC through an auto-page system, which is linked directly to their laptop and cellular phone. The technician prioritizes and self-dispatches all service calls, creating a full line of accountability for the equipment in their assigned fleet, increasing our response time and, in turn, the overall performance of your Konica Minolta Fleet. The technicians can also utilize these tools to easily access Konica Minolta's Technical Knowledge database or the engineers of the SSD to immediately obtain additional technical support in order to promptly resolve all service issues. In addition, by entering call related information through their laptops, replacement parts, for either emergency shipment or to replenish the technician's "trunk stock" inventory, are automatically ordered through an advanced inventory management tool linked to our SAP system. This investment also ensures that our field technicians have the resources necessary while in the field to properly maintain their assigned fleets and meet the high standards set forth by Konica Minolta.

We support our field technicians by providing them with critical information, faster! All Konica Minolta technicians are equipped with a state of the art mobile technology platform designed specifically to support our service delivery process. The technician has access to real time call updates, and direct visibility into our extensive parts network. If necessary, he can perform part searches with real-time access to his own trunk-stock inventory, as well the local team warehouse and the Konica Minolta national parts distribution centers. Parts can be ordered directly from the device, and emergency orders can be sent to the customer site, helping to maximize uptime. The team can also view open service calls and facilitate the ability to manage and transfer calls from the device streamlining responsiveness. Copies of work orders can be e-mailed to one or more contacts, and Electronic Signature Capture on the devices ensures clear communication to clients and service teams.

Upon completion of all service calls, the technician "closes" the call in SAP, which gathers details regarding the call, including response time, machine volume and service issue for future reporting.

Konica Minolta is a pay-for-performance company. Annually, the technicians are formally reviewed for their technical abilities and measured on their levels of customer service performance. These annual performance reviews play a major part in determining their compensation. Additionally, quarterly, we recognize the top technician in each Market and Region. These awards are given for Technical skill sets and Customer Experience.

**C)** Scheduled Maintenance complete with required parts and supplies must be performed by Bidder according to the designated manufacturer document output intervals. Specify the manufacturers Preventative Maintenance Schedule for each machine proposed:

As a standard feature of all Konica Minolta Service Maintenance programs, Konica Minolta will proactively provide all preventative maintenance for your installed base of Konica Minolta machines at no additional charge. During each service call, the technician will evaluate the usage of the unit against prescribed preventative maintenance requirements and perform any scheduled maintenance. Konica Minolta also continually monitors the usage history of each unit in your fleet to identify upcoming preventative maintenance schedules. By utilizing the total call concept and replace only parts when needed, we reduce cost to the end user.

**D)** The Bidder will specify who will be responsible for installing upgrades pertaining to hardware, print drivers; firmware/software should the District need to upgrade their operating systems:

Konica Minolta hardware and firmware updates are typically released to either enhance the performance of our equipment, correct a recurring problem or to increase compatibility options with new software releases. As the need for an update is identified, Affiliate shall be notified and the local factory trained and certified technician will perform the update. The reason for the firmware or software upgrade will be detailed to Affiliate; unless the upgrade is to correct a recurring problem, Affiliate may elect to refuse the update.

Certain upgrades may be required, however, in order to institute future upgrades. Konica Minolta firmly recommends that all firmware and software upgrades be performed as recommended by the manufacturer to ensure the performance of your equipment.

**E)** The Bidder will specify their company's intentions to increase/if at all, service expense beyond the contracted term.

At the conclusion of the 5 year term, if the District chooses to keep the current equipment, Konica Minolta will escalate the service rates by 10% per year.

**3.20 Guarantees:** The Bidder must have guarantees and corresponding remedies available to the District. All guarantees must be from the Bidder and the Bidder shall be responsible for informing each District location in writing of each guarantee upon device installation. Please answer the following in detail:

**3.20.1 Replacement.**

a) What recourse is available to the District when any unit is not in compliance with guarantees stated in this Bid?

The District's sole and exclusive guarantee shall be the Customer One Guarantee. Konica Minolta agrees to maintain the hardware covered by this guarantee in good operating condition, providing necessary maintenance, service, and repairs as specified by the terms of the written maintenance agreement. Should a workgroup unit be out of service for more than 16 consecutive business hours, or a production print unit be out of service for more than 24 consecutive business hours, due to maintenance needs, Konica Minolta shall provide a loaner unit of similar capabilities upon request by the District. Any unit that Konica Minolta determines cannot be properly repaired to manufacturer's specifications will be eligible for a replacement unit of substantially similar or greater

capabilities, at no additional charge; provided, however, that the replacement unit may be other than new. We commit to this agreement to ensure your total confidence in our products.

b) What is the position held by the individual who makes the decision as to whether a machine is to be replaced?

Regional VP Service – West would make decision after consulting with the technician and the District.

c) What are the guaranteed service remedies the Bidder will implement when a machine has a minimum of 3 calls in 30 days?

Konica Minolta has a multi-phase escalation process designed to determine the root cause of any failure to achieve service standards. This process is enforced to initiate corrective actions, ensuring that any service failures are promptly rectified, and service is returned to acceptable levels.

### **First Level Support**

All 1st level Technical Support for our hardware and network printing functions will be provided by our factory trained and authorized Konica Minolta service technicians. Konica Minolta technicians will be available to provide on-site support to troubleshoot hardware, software, and network issues, regarding Konica Minolta hardware. Each technician is fully trained in all aspects of the Konica Minolta hardware they service, and many have additional network certifications to provide complete support. In addition, all certified technicians maintain direct access to Konica Minolta's Technical Support Team to assist in troubleshooting and problem resolution for our hardware.

### **Second Level Support**

The Konica Minolta Systems Solutions and Development Division (SSD) will provide 2nd level support via direct communication with Authorized technicians. The primary objective of the SSD is to provide technical and integration-support services to Konica Minolta branches to support the technical needs of our customer base.

Upon receipt of inquiry, the SSD evaluates the data it receives to determine trends regarding service-ability, reliability, operational, and safety areas. The data used comes from problems reported via the hotline, less urgent voice mail, Internet, and written communications from field personnel, field surveys, spare parts usage, and reports of on-site visits by Konica Minolta's personnel. If a trend is observed, the matter is referred to the appropriate departments for manufacturing changes, field modification programs, and technical bulletins. Useful serviceability and reliability information collected from the above sources is immediately available to all authorized branch service technicians, ensuring they have ready access to all current data to assist in supporting the technical functionality of all hardware installed throughout our clients' sites.

### **Third Level Support**

If the SSD is unable to resolve the issue in conjunction with the local systems engineer, the open issue will escalate to Konica Minolta Professional Services (KMPS) for 3rd Level review.

KMPS is chartered to provide a full spectrum of services to customers in North and South America. These services range from consultation and project management to network design and integration. KMPS is also the manufacturer's on-site support for complex issues or anomalies in conjunction with SSD. KMPS is staffed with engineers carrying various industry certifications including but not limited to MCSE / MCSA / CNE / MCNE / CNI / CCNA / CDIA / SCO / Solaris / AS/400 Systems Manager). All data relating to the issue is escalated to the applicable Konica Minolta engineer. Our engineers will respond on-site upon review of the issue with the required knowledge and expertise. We work with the SSD and on-site customer service personnel to isolate customer needs, root cause and implement the required solution set.

Konica Minolta approach to quality focuses on providing Total Customer Satisfaction through the empowerment of our front line personnel. They are encouraged to make decisions that result in continuous improvement in the levels of service and support provided to their individual customer groups, whether they are internal or external customers.

Konica Minolta senior management responds to quality leadership/commitment in some of the following ways:

Reinforce that customer satisfaction and constantly improved business processes are key organization issues by the use of employee recognition programs that reward those employees who exhibit a dedication to, and share the vision of Total Customer Satisfaction.

Lead by example by being actively involved with all phases of activity in our largest accounts as they relate to customer satisfaction.

d) If a copier is replaced within the first 6 months, it must be replaced with a brand new copier. After that, it must be replaced by no less than an identical unit with comparable meter reading. State your agreement or alternative policy.

Konica Minolta and agrees.

### **3.20.2 Loaners.**

a) Will Bidder provide "like for like" loaner equipment after 12 hours of consecutive equipment downtime?

Upon request by the District, Konica Minolta will provide a loaner should a workgroup unit be out of service for more than 12 consecutive business hours, or a production print unit be out of service for more than 24 consecutive business hours, due to maintenance needs.

A loaner on site will also be provided in the IT Department.

b) What remedies do you guarantee if loaners are not available?

Konica Minolta is agreeable to providing one fully functional departmental loaner onsite at the District at no charge and will be stored at the District and will be used exclusively for emergency loaners. We agree to move this device to the area if the need arises. The District would agree to locate a suitable secure storage location

### **3.20.3 Response Time:**

a) Will the Bidder guarantee District a 4 hour response time for all service calls? Response time shall be measured from the placement of the first service call to the arrival of a technician on-site.

Konica Minolta is committed to a four (4) business hour average on-site response time (two (2) business hour average on-site response time for production print units) for all District locations serviced by a branch. Remote locations outside this radius will be responded to, on-site, within an average of six (6) business hours from call placement.

b) For the purpose of a guarantee, the average response time is measured for each individual machine. In the event a loaner machine is placed into service, will the bidder agree to the same response time guarantee?

Yes, Konica Minolta will agree.

**3.21 Delivery, Removal, and Moves:** The District requests all installations and internal moves to be included at no cost. All supplies, regardless of delivery location will be free from delivery charges. Will Bidder honor this request?

**Yes X                      No**

**3.22 Workflow Technology:** The Bidder will specify experience and expertise in using and installing digital MFP technology, including server based solutions within complex networks. In addition, the Bidder will specify the workflow efficiency, systems for accounting/tracking and reporting capabilities for digital copiers. Identify any third party solutions by brand name needed to enable the operation of such systems and applications with proposed units:

Konica Minolta is a leader in the Enterprise Content Management (ECM) industry. Konica Minolta partners with its customers to assess and analyze their daily business processes in an effort to improve productivity while reducing operating costs. Our team is comprised of Solutions Architects, Implementation Engineers, and other subject matter experts who work together to make recommendations based on industry best practices.

ECM is a powerful tool for managing information, meeting compliance regulations, and improving educational results in K-12 school districts and universities. Our ECM systems can replace your paper-intensive processes with productivity solutions endorsed by analysts, consultants, and educational end-users.

Konica Minolta's ECM partners include Hyland OnBase, Kofax, Ephesoft, Nintex, and others. With these partners, Konica Minolta helps its customers:

- Reduce copying and storage costs
- Make files available to any authorized secure user from any location
- Eliminate printing and reprinting of student files
- Easily search for a student's information

Konica Minolta's Workflow Solutions also address:

- Line of Business Systems Integration
- Business Process Automation
- Improved Customer Service

Konica Minolta is regarded by Gartner as a leader in the Managed Print Service space (Magic Quadrant). As a leader leveraging principles of Six Sigma, Konica Minolta uses a data driven approach to assess and analyze print volume and processes. Our solution is comprised of Konica Minolta's subject matter experts analyzing data and making recommendations based on best practices, technology and on-site resources in order to provide the optimum Enterprise Print Policy Program designed specifically around your requirements, budget, vision and infrastructure.

Konica Minolta's process commences with a detailed assessment of the goals and policies of your organization. Our next step is documenting a current state scenario of what we find at present. We request to install a data collection agent on your network in order to begin having solid analytics for our initial discussions. After discovery is finalized, we analyze the data and draw conclusions based on best practices and from our extensive experience in K-12. Konica Minolta may provide a few scenarios that reflect a "future state" that best aligns with your vision and long-term objectives.

#### **Technical Requirements**

- From a technology standpoint, we offer a variety of solutions that are on premise server based systems, Cloud based systems, hybrid (combination of on premise and Cloud). General feature sets include:

#### **Fleet Management of both Connected MFP's and Printers for Break/Fix**

- Dashboard approach to assess problems quickly (aka toner status, open drawers errors)
- Ability to set thresholds for auto toner re-order process both Connected MFD's and Printers
- Ability to trigger service responses on MFD's and most connected Printers with a defined escalation process mutually agreed upon by the District and Konica Minolta

#### **Fleet Data Statistics and Reports**

- Konica Minolta can provide ad-hoc and scheduled volume reports by device including meters for Color; B/W volumes, Duplex, etc.
- Konica Minolta can provide detailed reports on volumes and load balancing of devices based on best use case history

### **Printers don't print, People Do!**

Our ability to help an enterprise enforce and manage a defined Print Policy is predicated on user data not just printer data. However, from our expertise in education, the primary should be the student –teacher relationship. Print Policy cannot encumber the staff with laborious rules and procedures that consume teaching time

### **Additional Options for Reports**

Dashboard reporting that are 100% CUSTOMER FACING and driven. Imagine a web driven dashboard that can start at looking globally at the entire district - aka the enterprise print environment -drill down to a location- to a department- to an area- to specific General Ledger code- and ultimately to individuals by location device and even application printed from PDF, Core system, tablet or workstation. There are no extra steps or procedures that need to be managed by the District's IT or staff members. The data collected can be scheduled, or accessed anytime, 24/7 from any web interface based on user log-in credentials and access privileges.

**Audit trail reporting** for compliance and security, provides ability to manage users logged into SMS and other business applications to pass the credentials forward vs (anonymous). Also provides a complete history and accurate audit trail.

**Predictive Analysis** reporting allows the customer and Konica Minolta to build hypothetical scenarios to best predict the financial outcomes of very light handed print policy measures vs heavy handed polices in order to measure potential savings and potential change requirements by staff. This also can be useful in understanding trends, behavior and other metrics that may influence moves or expansion or device consolidation based on the evolution of the District and its user culture.

### **Periodic Account Reviews**

As our process unfolds, like SIX Sigma, we begin the assessment process over again based upon an agreed schedule to detail our progress on the plans set forth and measure and modify as required.

- 3.23 Equipment Delivery Time:** The Bidder must guarantee the commencement of full operation of all unit installations no later than 14-days after receipt of a District Purchase Order, or the Bidder will provide a similar product as a loaner if the new equipment is not available by the expiration of the 14-day delivery period. Specify agreement to this statement.

Konica Minolta understands and will comply.

- 3.24 Support Line:** State your ability to supply a toll free phone number staffed with knowledgeable personnel for; (1) help desk service calls and product troubleshooting, (2) supply orders, and (3) inquiries regarding invoicing, installation and equipment delivery status. Support line must be staffed (at a minimum) from **8:00 a.m. to 5:00 p.m. Pacific Time.**

Our centralized Customer Care Center manages all calls for service, as well as ordering consumables supplies. In addition, you can contact the Customer Care Center via a toll-free number or through [www.MyKMBS.com](http://www.MyKMBS.com), our web-based application, to place service calls or order consumable supplies. Our Care Center is staffed 24 hours a day, 365 days per year, with trained customer support professionals.

- 3.25 Reports:** The Bidder shall provide reports (not invoices) to the District in electronic format on a quarterly (or monthly if requested) basis that provides the following information:

- Last 90-days service calls (by device)
- Last 90-days service response time (by device)
- Last 90-days uptime (by device)
- Monthly usage for each month of installation ( by device)
- Equipment requiring 3 or more service calls in past 30 days
- Problem units, outside operating volumes of intended placement
- Last 30-days response time and uptime for each individual device
- Other statistical information as requested by the District



**Include sample reports currently in use for each of the above:**

At regular intervals during our relationship, Konica Minolta will coordinate Periodic Account Review (PAR) meetings, which will act as a forum to collaboratively discuss our relationship, measure our joint successes and to develop future strategy. We recommend these reviews take place on a quarterly basis, or as needed, throughout the term of the resulting contract. During these reviews, we will present fleet reports for evaluation, based on data available through our service and billing systems and your needs. The format of these reports, and the data to be included, will be discussed upon award to ensure all relevant data can be captured and accurately defined. This structure will ensure that you can accurately evaluate our performance as well as the Konica Minolta hardware throughout your fleet.

My MyKMBS.com allows the client to view pertinent, consolidated information that would normally be provided on a manual case-to-case basis. All information provided is real time and accurate information, which is linked directly to the Konica Minolta SAP operating system for seamless information flow. All reports include data on a rolling 90-day period, allowing our clients to view the most up to date information possible. In addition, all reports can easily be downloaded directly into Microsoft Excel, providing a simple method to sort and retain data. Please refer to the Sample PAR Reports included in Section 5 of our response.

**3.26 Training:** The Bidder shall provide training to District key operators and all end users at no cost upon installation of each copier and on an on-going, pre-scheduled basis as determined to be needed by District Facilities and I.T. officials. Please answer the following questions related to training:

- How user is made aware that training is available?

Konica Minolta offers in-depth customer user training upon installation of all new hardware. Training is typically provided in two parts. First, the local Konica Minolta technician will provide a simple overview of the new hardware, for your designated Key Operator to ensure that the basic functionality of the new hardware is immediately known. The local Konica Minolta Sales Representative will be responsible for coordinating the second, more in-depth training, with your Key Operator and other department users.

- Where is training provided?

On-site

- Is Training both staffed and web-based, if web-based are training videos available?

Yes

- Are training personnel certified by each product?

Yes

- How is follow-up to training handled?

Konica Minolta views user training as an on-going process and is committed to providing follow-up training throughout the course of our relationship, at no additional charge to ensure all users are comfortable with the installed fleet of Konica Minolta hardware. On Production print hardware, there may be advanced user functions that require additional specialized training which carries a fee. Konica Minolta will present these charges to the District prior to the commencement of this training program.

**3.27 Parts and Supplies:** District requires that all parts and supplies used in all contracted equipment be manufacturer approved as authentic for each unit installed by Bidder.

- Paper requirements must be set for each unit within the specifications set forth by the manufacturer prior to installation.
- Bidder will maintain supply inventories at each location.
- What supplies will you agree to inventory at Customer site in order to prevent downtime?

Specify on-site supply inventory management process and agreement to above:

Our MPS program is managed around compatible parts and products. The Supply program is automated in order for a minimum amount of supplies needing to be stored on site

**3.28 Technician Certification:** The District requires that all technicians assigned to District sites are each certified by the manufacturer to engage in repairs on the individual model that is requested through any service call. Upon award, certification certificates for each designated technician will

be provided to the District. Bidder will produce certifications for technicians ongoing as requested. Specify agreement and process in place to meet this request:

Service under this contract will be provided only by factory trained and certified KMBS technicians who have completed training on the specific models they will service.

- 3.39 Trial Installation:** The Bidder may be requested to install the selected models for a minimum one (1) week trial period at the location designated for install as requested by the District.

Specify Bidder intent to comply:

Konica Minolta can provide a limited number of free trials, to allow our current and potential customers to evaluate our products. The duration of the trials is typically 1-2 weeks; however, trial timeframes can be developed on a case-by-case basis.

Konica Minolta will install and provide service and supplies for the duration of the free trial period.

- 3.30 Performance Accountability:** The Bidder will state agreement to participate in quarterly scheduled performance meetings to be hosted by the District for the purpose of reviewing all performance standards, print objectives and newly developed workflow solutions which may become available over the awarded term of Bid:

Konica Minolta agrees to schedule Periodic Account Reviews (PARs) at regular intervals during our relationship to review all performance standards, print objectives and newly developed workflow solutions.

- 3.31 Equipment Installation:** The Bidder will detail the implementation plan intended for use upon award the contract for this bid. Specify the plan and include each step of implementation for all events through the 90 days following receipt of a purchase order from the District.

Upon receipt of signed authorization, our implementation team will develop a detailed work plan in coordination with your representative. This plan will outline the proposed activities and technical components, including diagrams of the proposed workflow, and schedules for completion.

Konica Minolta strives to make the transition and implementation of our program as seamless as possible to minimize disruption to daily workflows. We pride ourselves on understanding our customers and their specific needs, and customize our implementation plan around those needs.

The proven Konica Minolta Implementation Methodology approach includes:

Implementation Planning/Project Management

- Document and understand the business needs (requirements)
- Identify any operational considerations and define appropriate processes needed to install the equipment during the rollout of the hardware/software
- Document outlined operational requirements in the Deployment Guide

Technical Pilot

- Develop and functionality test of solution and/or changes
- Install Hardware & Software in the customer's test environment located at the pilot sites for approximately 2 – 3 weeks.
- Document the settings and process in the KMBS Deployment Guide which will be used for additional installs in the customer's network environment.
- Customer test/verify and acceptance
- Once testing is complete, review the Deployment Guide for accuracy and make any needed adjustments.

Full Deployment

- Deploy 1 - 10 machines at additional sites, to confirm accuracy of Deployment Guide and make any edits as necessary identified from additional installs.
- Sign off on Finalized Deployment Guide
- Deploy the solution and/or changes.

- 3.32 Student Records & Transcripts:** The Bidder will attach a case study of a recent implementation for scanning and archiving of student records and transcripts. This case study is to be inclusive of the before and after cost with a ROI identified. This can be submitted as an attachment titled "Records Retention Case Study"

The below authorized signed is acknowledging all responses offered for Section 3.1-3.32.



**Bidder Name:** \_\_\_\_\_ **Signature:**

## SECTION 4: Equipment, Service and Supply Pricing Expectations

### 4.0 Equipment Categories:

The District is seeking 50 on-site devices with accompanying accessories and services that meet or exceed the expectations set forth in the attached Bid Response Template for each of the listed categories:

**5 - Category 1:** minimum output speed of 35 pages per minute. The current average monthly output of these machines is 3,249 impressions per device.

**6 - Category 2:** minimum output speed of 45 pages per minute. The current average monthly output of these machines is 3,145 impressions per device.

**14 - Category 3:** minimum output speed of 55 pages per minute. The current average monthly output of these machines is 26,701 impressions per device.

**4 - Category 4 :** minimum output speed of 65 pages per minute. The current average monthly output of these machines is 11,615 impressions per device.

**3 - Category 5 :** minimum output speed of 75 pages per minute. The current average monthly output of these machines is 38,909 impressions per device.

**2- Category 6 :** minimum output speed of 80 pages per minute. The current average monthly output of these machines is 40,648 impressions per device.

**4- Category 7 :** minimum output speed of 90 pages per minute. The current average monthly output of these machines is 46,742 impressions per device.

**2 - Category 8:** minimum color output speed of 45 pages per minute. The average monthly output of these machines is 5,962 B/W, impressions and 4,577 Color impressions per device.

**10 - Category 9:** minimum color output speed of 55 PPM. The average monthly output of these machines is 5,790 B/W, impressions and 6,621 Color impressions per device.

The District will entertain Bids based on one of the lease options or a cash purchase option as represented in the bidder's Bid Response Template.

Quality services reflecting the careful management of these units is very important to the District and Bidder must assure their successful operation and full-life usage at the District.

### Equipment and Services -

#### Pricing 4.1 Conditions:

- 4.1.1. Pricing shall be in accordance with all of the specifications contained in this Bid
- 4.1.2. All equipment pricing must be fixed and firm for the life of the agreement.
- 4.1.3. All service (parts and labor) and supplies (all consumables except paper and staples) must be included in the service and supply cost per image.
- 4.1.4. Pricing shall include all shipping, delivery, training, and installation costs.
- 4.1.5. All devices offered must be capable of accepting recycled paper.
- 4.1.6. As stated in the Terms and Conditions – Materials Specifications “all equipment on which bids are submitted shall be new and currently in production”. Therefore any

machine needing purchased or leased that is no longer in current production status over the term of award must be replaced by a machine of equal or greater capabilities than the machine originally priced for each category of the "Bid Response Template".

## 4.2 Network Printer/Printer Servers

4.2.1 All copiers and accessories bid/proposed must comply with the supported systems and applications listed on the attachment titled DISTRICT NETWORK INFORMATION.

4.3 **Pricing:** Bidder shall provide pricing for the following specifications on Bid Response Template attached.

### 4.3.1 Equipment:

Categories are designated by tabs labeled as: ECC-1B&W (describes Equipment Cost Category 1 Black and White, etc.)

Current average monthly volumes by each device for each category are specified above and at the bottom of each Bid Template for each category.

All cells in the Bid Response Template that are represented by a color fill, requiring input must be completed by bidder.

The unit price for a single machine meeting first the minimum specifications must be entered in the cell designated as cash price. Next the appropriate Municipal lease factor for the designated lease term must be entered. Each category lists the quantity of units this Bid addresses. (The number of units anticipated corresponds with the category descriptions above).

Options exceeding the minimum base requirements which the District may consider in its evaluation are listed on each template under the "Options" heading and need to be priced separately. All options pricing must include all items necessary to make the option fully operational. Enter the cash price for the option in the designated cell and the lease cost will be appropriately calculated into the Bid Response Template. If the listed option is included in the basic machine requirements then no price entry is needed under the option listing, **however the bidder must indicate the option as "included in the base minimum, or included as part of another option" in the corresponding cell under "List component product/model number for each option and specify capacities" section on the Bid Response Template. If the option is not available, the same process must be followed by the bidder entering Not Available in the corresponding cell.** Note the District may not select all options in the final decision.

### 4.3.2 Service and Supplies:

- All Service/Supply-related charges for Digital Copiers except for paper and staples will be included in the Cost per image charge in the space indicated at the bottom of each Bid Response Template.
- Service and Supply costs quoted are not to reflect projected annual volume increases

**SECTION 5: Managed Print Services (MPS) Cover Page**

List Company name and address, contact name & title, email address, phone number

**Headquarters**

Konica Minolta Business Solutions U.S.A., Inc.  
100 Williams Drive  
Ramsey, NJ 07446  
Phone: 201-825-4000  
Fax: 201-818-3523

**Local Branch**

Konica Minolta Business Solutions U.S.A., Inc.  
1003 E. Brier Avenue  
Suite 120  
San Bernardino, CA 92408  
Phone: 909-824-2000  
Fax: 909-801-5211

**Lucio Perez, Major Account Executive - ES**

1003 E. Brier Avenue  
Suite 120  
San Bernardino, CA 92408  
Phone: 909-801-5273  
Email: LPerez@kmbs.konicaminolta.us

**David Mount, Major Account Sales Manager**

1003 E. Brier Avenue  
Suite 120  
San Bernardino, CA 92408  
Phone: 909-801-5275  
Email: DMount@kmbs.konicaminolta.us

**Lyon Peraji, Market Vice President**

1003 E. Brier Avenue  
Suite 120  
San Bernardino, CA 92408  
Phone: 909-801-5233  
Email: LPeraji@kmbs.konicaminolta.us

## **SECTION 6: Managed Print Services (MPS) Company Overview**

Provide a brief company history to include products and services. Include any and all personal relationships known to exist between the District or its employees and that of the responder at the time of Bid response.

Konica Minolta has been providing MPS services since 2009 with a focus on our customer's goals and objectives.

These common objectives include:

- Impact to organizational growth
- Increased document security based on access and operation
- Cost savings of 20% or greater in the area of print production
- Improvement of workflow processes including:
  - Elimination of redundant tasks
  - Automation of work steps and processes
  - Increased information availability
- Reduction of internal IT resources needed to support print infrastructure
- Improvement to operational management

Konica Minolta's diverse set of products, solutions and services allow us to offer flexible workplace options. We provide solutions for all your document, information management and IT needs.

**Mobile Applications** are designed to run on smartphones, tablet computers and other mobile devices. **Security Systems** assure that documents are safely stored and not accessible by unauthorized individuals at all times is crucial for almost all businesses. Our solutions meet those requirements while maintaining necessary end-user convenience. Secure Systems applications protect and encrypt your print jobs all the way from your application to the controlled delivery on paper.

**Document Capture and Distribution** applications help establish well-structured electronic and paper document workflows and archives; functionalities include document scanning, indexing, processing, delivery, routing, archiving, search and retrieve.

**Fax Solutions** that integrate and automate fax and document distribution with a company's existing applications.

**Content Management** is the digital capture, filing, storage and retrieval of electronic documents.

**Connectivity** provides seamless integration into existing network environments is the key to success for printing in a care-free manner. The provided solutions ensure that costly adjustment to customer networks is not required. Connectivity software allows direct connection for mainframe and AS400 environments with MFP and laser printers.

**Cost Accounting and Output Management** solutions help companies gain control and management of print, copy, scan and fax activities based on device and/or individual users to reduce costs, increase productivity and increase document security.

**Device Management** allows centralized management of output devices reduces the effort to handle an enterprise print fleet. The time saved can be used to keep the service quality of the internal IT department at a high level.

In order to meet the defined objectives of our customers, we use a methodology that combines consultancy, implementation and management services. We align our customer's business outcomes to develop executable strategies and improvement plans. Desired business outcome planning is based on business operation, workflow processes, precise statistics, integration requirements and current to future state cost reduction opportunity. This concept rests on three core activities – Consult–Implement–Manage – each of them composed of three components.

The **Consult** phase begins with an understanding of the current enterprise print environment and the vision for a future state. Konica Minolta uses the data, workflow and interview information from the customer to

develop options, which meet the strategic sourcing objectives. The methodology and tools enable Konica Minolta to provide print solutions, which are customized to meet the needs of the customer.

The **Implement** phase is driven by project planning standards delivered by our Project Management Office (PMO). These standards are applied to small and large projects in order to assure smooth transition to the new solution. Konica Minolta dedicated Project Management resources use recognized standards to plan, support, monitor and complete projects to ensure expectations are successfully met.

Finally, the **Manage** phase offers a scalable portfolio of services to run, manage and support the print environment. Tailored to individual customer needs and requirements, Konica Minolta complements existing IT services; assuming full operational responsibility, and monitoring performance with detailed reports. Through this methodology we are able to meet our customer's program requirements.

Konica Minolta achieves these objectives by utilizing standard and enhanced managed print services options. Standard services are focused on fleet centric performance while enhanced services expand the offering to include: security and accessibility of devices, Follow-You print capability and workflow and work process solutions.

## **SECTION 7: Managed Print Services (MPS): Performance & Pricing Expectations:**

### **7.0 The Scope and Term of Agreement:**

The following expectations will apply to all District networked desktop printers/MFP listed on the "MPS Printers" attachment to this Bid. The initial term of the MPS agreement will be two years with consecutive one year renewal terms upon selection of the District and the selected Responder. All renewal terms, if selected must include all Section 7 Performance Standards as agreed to in this Bid by Responder.

### **7.1 Image Quality:** B/W and Color print image quality will be measured by comparisons equal to OEM cartridge output. Remanufactured cartridges are acceptable based on this measurement of image quality and reliability.

Specify Print Image Quality control measures and your intent for using OEM, OEM Compatible or Remanufactured Cartridges:

Konica Minolta has partnered with industry leading companies that provide compatible consumable supplies. The remanufactured consumables supplied have a failure rate of less than 1%. Konica Minolta can provide its alternate cost rate if The District requires OEM consumable supplies.

### **7.2 Supply Replenishment Capabilities:** Specify the methodology used for replenishing supplycartridges, including at a minimum the below in your response:

- How is toner cartridge replenishment initiated?

Based on our proprietary software thresholds are set to alert for cartridge replenishment component of the MPS program which utilizes advanced algorithms. Average monthly volume, toner coverage, and cartridge yields are calculated to accurately predict when toner will need to be ordered. Toner will be shipped via UPS with specific shipping labels that denote the location and user associated with the device. This model is called "Just In Time" toner and eliminates the need to manage onsite toner, as new toner always arrives in time.

Additionally consumables can be ordered via MyKMBS.com, or by calling or emailing our customer care center.

- What is the delivery method to deliver each cartridge to the specific device?

The Consult App is configured to monitor toner levels for the in-scope devices. One email will be sent to the supply delivery contact for review and approval that includes all devices for that contact name.

Konica Minolta ships nationally via UPS. Depending on supply availability and other factors, the fulfillment typically will arrive within 3-5 business days from the date of the email approval.

Additionally each toner will have a shipping label will clearly indicate the device location, serial/model number and delivery contact.

- How far ahead of the actual "out of toner" condition will replacement toner cartridges arrive at each specific device in need?

Dependent upon the toner process utilized it is recommended an end user give a minimum of 7 days before the out of toner condition is met. When the just in time toner program is utilized toner will typically arrive several days before the "Out of Toner" condition is met.

In addition since every device is utilized differently "out of toner" condition varies widely. However, with Konica Minolta's "true" MPS program, this condition is minimized to almost prevention.

- What is the expected turnaround time for delivery of toner requests initiated by the customer?

Best practices are to allow 5-7 days, however depending on supply availability and other factors, the fulfillment typically will arrive within 3-5 business days from the date ordered.

- Are on site inventories available?  
Based on your MPS strategy requirements, Konica Minolta will make on-site inventories available for in-scope devices. Typically our MPS program does not require an on-site inventory to be allocated as we practice "just in time" toner delivery which results in cost and space savings.
- How are on-site inventories usage tracked?  
Dependent on the volume and space requirements the on-site inventories can be set up at the device locations. Security and resource allocation can be discussed in detail upon award.
- How are notifications of a successful printer cartridge delivery tracked?  
Konica Minolta's MPS program focuses on Auto Toner Proactive contract management which eliminates the need for an on-site storage. In the event that the requirement is made Konica Minolta will forecast the storage space needed.

**7.3 Used Cartridge Disposal recycling:** Describe your company's process for disposing of used cartridges:

Konica Minolta offers a simple and cost-free recycling program for all your cartridges no matter the manufacturer. Clean Plant program can be used to recycle toner cartridges, imaging units, waste toner bottles, developer/developer units and drums. We will provide you a detailed report of what was recycled for your use in reporting your ECO results. These reports will break down quantity, types of items and from location they were recycled.

For full details, visit our Clean Planet website: [www.cleanplanetus.com](http://www.cleanplanetus.com)

**7.4 Tracking Capabilities:** Specify print tracking and reporting capabilities for printing from a networked desktop environment. Include the name and provider of the DCA software utilized. Specify all functionality, broken out by modules/levels and include samples of reports described: Konica Minolta owns 100% of the service infrastructure along with the proprietary MPS software, which includes capabilities of DCA, TCO analysis, ROI, and proposal generation.

The non-invasive Data Collection Agent (Consult App) provides a complete overview of the current fleet inventory, printer data and statistics. These include:

- Number of devices
- Type of devices (brands, models and functions)
- Utilization trends
- Subnet to location mapping
- Age of fleet
- Total cost of ownership

The data is then fed the proprietary software to perform all the above mentioned capabilities.

**7.5 Parts & Maintenance Kit Replacement Capabilities.**

Specify policy for unscheduled maintenance including parts and preventative maintenance kit replacement.

If parts are needed for unscheduled maintenance or preventative maintenance, parts are ordered overnight on an as needed basis as it may vary from device to device. Due to the large number of different makes and models on the market today Konica Minolta cannot carry a stock of parts to cover all devices in the field.

**7.6 Break/Fix Capabilities.**

Specify methodology for identifying break/fix maintenance requirements. Distinguish how problems identified by printer users are handled in comparison to those identified by service alerts originated by the printer device. Include in your response your guaranteed response time to all calls originated by printer users

All printer service calls in the United States go to Konica Minolta's Customer Care Center, located in our customer care centers in Windsor. The Customer Care Center is staffed 24 hours a day, 365 days per year, with trained customer support professionals. Users can initiate a service call either through the dedicated toll-free hotline or [www.MyKMBS.com](http://www.MyKMBS.com), our interactive fleet management site, or via email, from anywhere at any time.



Upon receipt of a service request, Konica Minolta will perform a first level phone support. 90% of all printer related service calls are resolved during first level Triage. If the call cannot be resolved during the level one support, or it is determined a part is needed, the part will be shipped overnight and a technician will be dispatched for the next business day service.

- 7.7 Invoicing:** Summary Invoices for monthly/quarterly service and supply metered charges with details containing each individual site, department, department cost center, printer asset number, serial number with current & previous month/quarter meter for B/W and/or Color, B/W total cost, and/or Color total cost, begin/end meter date and service ticket number must be electronically submitted to the District for processing within five days of the start of each month/quarter for prior month/quarter usage. The District and Responder will agree on all additional invoice content and layout.

Specify your agreement to the above Standard MPS Invoice inclusions and provide a sample of your invoice detail for desktop printers. Describe process for correcting billing errors should they occur:

Konica Minolta provides our customers with extremely flexible methods of invoicing. Upon negotiation of a contract, your Konica Minolta dedicated Account Management team will schedule a meeting with the District to review the billing process and establish a method and format for invoicing. We will review the billing structure required by you and form a customized billing plan designed to meet the specific needs.

Please also refer to the sample invoices included in Section 5 of our response documents.

- 7.8 Customer Satisfaction Surveys:** The Responder shall periodically (within 30 days of the District's request) survey District users about the entire realm of printing services. Survey shall be developed and administered by the Responder with input and approval from District administration. All raw data and compiled results shall be reported to the District by Responder. It is the responsibility of the Responder to deliver a report to the District within 14 days of completion. The Responder shall act within 30 days (standards to be determined by the District) to resolve complaints reported in surveys.

Specify electronic MPS survey currently in use and include samples

At Konica Minolta, we capture this "Voice of the Customer" in a number of ways, one of which is through customer surveys.

Our annual customer experience survey is a relationship survey that puts a finger on the pulse of our customers at a specific point in time and is a window into the health of the relationship. We conduct customer experience surveys for different audiences, including office product customers, print production customers and our dealers. The questions range from qualifying ones such as, "What best describes your role with Konica Minolta?" to, more importantly, "What is the most important area for us to improve?" For benchmarks, we focus on three KPIs (Key Performance Indicators):

Net Promoter Score (measures loyalty by asking how likely the respondent is to recommend us to a colleague or friend)

Customer Satisfaction (gauges how well we delivered versus the customer's expectations)

Customer Effort (measures the quality of our brand interaction)

Through our CRM (customer relationship management) department, we deploy transactional surveys based on an event, for example the installation of a new bizhub. An email is sent within 24-48 hours after the installation and provides almost real time feedback that helps us improve the installation experience. The responses feed directly into our CRM database and provides visibility to information we can use to "close the loop" with our customers.

Customer experience is one of the areas where we truly differentiate ourselves. Gathering the voice of the customer helps us to identify areas to create a more rewarding relationship with our customers and aligns with our commitment to our customer-centric values.

Additionally, our customers have the option to provide feedback on the quality of each transaction via a telephone based survey application. The survey application provides the ability to score the interaction with the Konica Minolta agent as well as provide feedback via a voicemail component

embedded in the survey application. For calls routed to our Customer Care Center for online assistance, customers are offered feedback opportunities via an online survey.

Please also refer to the sample Customer Survey included in Section 5 of our response documents.

- 7.9 Account Team Structure:** The Responder shall have a clearly defined team that is assigned daily (8:00 AM to 5:00 PM, Monday through Friday) to respond to the District account. The Responder must provide a single point of contact to initiate asset management services of this Bid. All Responder team members responsible for assignment to any location must comply with all District policies including background checks and drug screening, and submit confidentiality agreements to the District upon award. Specify adherence to Account Team Structure and detail the job responsibility and title for each team member. Define how the team member will interact with the District's help desk. Include how service and supply response will be handled for the hours outside the hours required for on-site personnel:

Konica Minolta is proud to designate our Major Account Team from our San Bernardino office as the management team for our relationship with the District. We are proposing to act as your business partner, not simply an equipment supplier. To fully support that claim, the team assigned to your account will work with you to develop programs and processes that will deliver optimal results throughout your organization. Lucio Perez, our Account Representative, will act as your primary point of contact for all aspects of our relationship. In addition, Lucio will have clearly defined escalation process that will be implemented should any issues arise. We are in the best position to help you move into a managed print environment.

The Account Management Team that will be assigned includes:

Coly Chan, Account Solutions Analyst-

Lucio Perez, Major Account Executive -

David Mount, Major Account Sales Manager -

Lyon Peraji, Market Vice President -

Christina Sanders, Customer Service Representative –

Konica Minolta is unique in the amount of resources it has available to manage any individual account, beyond your account manager. The District will be part of Konica Minolta's Enterprise Engagement Team (EET) which consists of an Engagement Team Manager, the Business Development Analyst (BDA), and a Project Coordinator (PC) for help post-sales implementation. The EET will ensure all project goals / milestones are completed in time, using Prince2 project management and that the periodic account reviews are done on a timely manner and bring value to SRP.

The District will also be assigned an Accounts Solutions Analyst who manages the MPS program, ensures all adds/removes/changes are executed, manages the MPS contracts, and does the analytic details from the reports provided to our customer they look for trends and opportunities to continually optimize the District print fleet.

- 7.10 Network Requirement:** Specify Network Requirements for responder selected DCA, include a description and the name of data collection tools and processes you propose to manage the fleet of printers:  
The Konica Minolta DCA (Consult App) uses a 2048 -bit SSL/ TLS (HTTPS) data connection to communicate with the agent control server. The connection is initiated and at no time does the

agent allow incoming connections. Cloud based storage is SSAE 16 audit and ISO 27001 certified covering the PaaS (Platform as a Service) infrastructure.

The Konica Minolta DCA (Consult App) can be configured to run at pre-determined scheduled times outside of normal business hours. This eliminates network impact during high network usage business hours.

The Konica Minolta DCA (Consult App) does not open any additional server ports; it pulls information from network devices and initiates a secure transfer to the control server. The agent control servers exist in a secured environment with access restrictions in place to only allow incoming communication from deployed and valid Device Agents.

**7.11 Build Status:** Responder will specify intention for replacing any current printers (listed on MPS Attachment) which do not qualify under the responders current capabilities for the responders MPS program.

Specify MPS program details and any associated costs that solve the conflict for all non-qualified printers and indicate who is responsible for the replacement prior to implementing your MPS program.

Konica Minolta can service any Laser Jet desktop printer, regardless of brand. As part of the assessment process if Konica Minolta identifies devices that is not serviceable (ie. Inkjet, deskjet, or beyond repair equipment etc.) Konica Minolta will make appropriate recommendations for optimization and either proposes to replace the unit with a centrally located Konica Minolta or to remove the device if it does not impact users productivity and workflow.

**7.12 Service Level Agreement:** The District and the awarded Responder will execute a "Service Level Agreement" to ensure the Responder will consistently provide service that meets or exceeds District expectations.

**7.12.1 Service Level Agreement – Damages and Cancellation provisions;** The District is interested in receiving monetary damages on any equipment upon Responder's default of agreed to performance criteria. The minimum acceptable equipment performance standard is 95% uptime measured by individual unit. Equipment uptime is calculated using a 9 hour work day (8:00 A.M – 5:00 P.M.), Monday through Friday and 22 work days per month, which is 198 working hours per month. Any equipment downtime (measured from the time a service call is placed to the Responders help desk) will be divided by 198 working hours, subtracted from 1 and multiplied by 100 to derive an up-time percentage.

a) Is Responder willing to credit all images produced on equipment that has failed the 95% uptime guarantee during the 90 day period being measured?

Konica Minolta is committed to meeting all pre agreed upon performance areas and, through our vast investment in our service program, we are confident that we will exceed all of Customer's expectations; however, we are unable to agree to financial guarantees for failure to achieve these standards. In lieu of a financial guarantee, Konica Minolta will implement an escalation process to address and correct the root cause of our failure to achieve this standard.

b) Will the Responder guarantee the District a 4 hour average resolution time for routine Service calls? Resolution time shall be measured from the placement of the first Service call to the printer, or its replacement device being able to produce prints at the specific device.

Konica Minolta is committed to a 4-hour average response time for all customer locations serviced by a branch. All Printer calls start with a 1st level triage via Konica Minolta help desk. This first level support has a 90% resolution rate. If printer cannot be fixed and determined to need parts during call, the part is sent overnight and a technician is dispatched for next business day service.

c) What is the responder's printer loaner policy for printers in need of offsite or depot repair?

Konica Minolta will provide like for like loaner equipment after 18 business hours of continual equipment downtime.

d) Will loaner printers be accessible to the District when a printer technician is unavailable?

Konica Minolta is not currently proposing any units to be utilized as available on site loaners. This is an option that can be discussed and many customers have found it to be beneficial to have a small number of KM printers or A4 units owned or leased by the District on hand in to utilize as a "Hot Swap" unit.

e) What is the position held by the individual responsible for making decisions for printer loaners?

Account Solutions Analyst (ASA) and Branch Service Managers have full authority to make decisions when loaners are required.

f) What is the responder's escalation process for unresolved issues that may arise?

Konica Minolta has a multi-phase escalation process designed to determine the root cause of any failure to achieve service standards. This process is enforced to initiate corrective actions, ensuring that any service failures are promptly rectified, and service is returned to acceptable levels.

g) Is after-hour service available? State the cost and structure of any additional cost?

Konica Minolta can offer various 24/7 and emergency after hours support plans. The details and costs will vary according to need.

h) The District requests all service calls, supply replenishment calls and responses to supplies shipments to be placed through a web-based system. All email-based requests must also provide a confirmation back to the District requester upon successful unit repair or cartridge delivery, and must also cc: Vendor account/service supervisor.

Fully describe your process for how your MPS program addresses the following:

I) Receive service calls

II) Return communication of a completed service call

III) Emergency supply replenishment

IV) Technicians need of a part they do not have while on call

V) Determinations that the call is outside the scope of services listed in the executable Service Level Agreement

VI) Service Escalation resolution timeline

I) Receive service calls

When service calls are placed, first level of triage is done over the phone via mobile help desk. If resolution is not complete over the phone, a technician will be dispatched next business day.

II) Call out (or complete service calls)

At time of call completion, a status email is available to be sent out to the user assigned to the device.

III) Emergency supply replenishment

Customer may request emergency toner at any time, if product is available locally, we can make delivery arrangements. Availability to overnight service may require additional charge at the cost of the customer.

IV) Technicians need of a part they do not have while on call

Parts are ordered and overnighted via preferred method (i.e. directly to customer or storage unit)

V) Determinations that the call is outside the scope of services listed in the executable Service Level Agreement

All laserjet devices are in scope of the executable agreement; InkJet and DeskJet are out of scope. Devices that are out of scope, Konica Minolta will partner with customer with optimizing and/or make suggestions on how to point prints to in scope devices.

VI) Service Escalation resolution timeline  
Konica Minolta targets 4 hour resolution time.

I) The Responder may deem a replacement printer more beneficial than repair. The responder will detail their process for replacing and removing printers from the MPS program.

Specify the replacement process and define ownership of these printer assets upon the conclusion of the Contract term, or if the Agreement were to be terminated due to non-performance.

Printers currently owned by the customer would be able to be on a service contract as part of our managed print services program. These assets would be maintained by Konica Minolta while ownership of the assets stays with the District.

Printers that are less than 5 years old, if failure happens and Konica Minolta cannot repair then Konica Minolta will replace the unit with a comparable device.

The District would retain ownership of replacement device. If device is 5 years of age or greater, customer would be responsible for replacement of device; considering devices end of life.

J) The Responder will specify their intentions to increase per image cost, if any beyond the initial contracted term.

Konica Minolta should not be making any adjustments to contracted pricing during the initial agreement. After the initial term of the agreement any escalation in price would be mutually agreed upon.

K) What is the position held by the person responsible for making Responders decisions regarding the Service Level Agreement?

Regional Vice President of Service, West Region will make this decision.3 6

L) In an effort to increase the Responders accountability, the District is interested in cancellation provisions should performance guarantees not be fulfilled. The District will notify Responder of the performance breach in writing to Responders address. Responder will have 5 days to cure the stated issue(s) or the District, at their discretion, may cancel the MPS component of their agreement with Responder. State your acceptance of 7.11.1 (A through K) or provide your alternative(s).

Konica Minolta service guarantees are based on the corporate service standard of a minimum 95% average fleet uptime.

Konica Minolta will agree to allow the District to terminate the maintenance portion of this Agreement, in whole or part, upon Konica Minolta's failure to cure a default of its service obligations provided the District has provided Konica Minolta with 30 days written notice and the opportunity to cure.

**7.13 Monthly Payment:** All prints charged must be reflected by monthly/quarterly arrears billing. The responder will list the all-inclusive (service, parts, labor and supplies) per image charge for B/W and Color images. Images are defined as 8.5"x11" in size. There will be no additional charges for supply shipping, DCA reporting, invoicing or any other task or operational procedure associated with this MPS component, Responder will submit with this Bid response, a sample of the MPS agreement (pending additional terms and conditions modified by Bid expectations) intended for use for this Bid:

A)List the MPS per image cost for (8.5" x11") **B/W images** for each type cartridge listed below:

OEM  
Compatible;**\$0.01**  
OEM; **\$.019**

B)List the MPS per image cost for (8.5"x11") **Color images** for each type cartridge listed below:

OEM  
Compatible;**\$0.09**  
OEM; **\$0.12**

**7.14 Printer Refresh:** Printers may be added to agreement from time to time. Specify process for adding new printers to the MPS agreement. Include your process for printer refresh of existing printers that may become obsolete within the duration of the agreement:  
**New Konica Minolta printers can be purchased and added to our MPS agreement. Any new printers acquired outside of Konica Minolta can be added to contract as long as they are in working condition and inspected by a Konica Minolta service technician.**

**7.15 Transition and Implementation:** Upon execution of a new MPS agreement the District may require a credit for existing supply cartridge inventory held for current devices. Responder will specify how the credit will be determined and applied to the District:  
**Konica Minolta will work with the District to identify a broker that can purchase any existing supply cartridges.**

**7.16 Digital Imaging Technology:** The Responder will provide evidence of experience, philosophy and practice in implementing MPS program technology and procedures. Including installing DCA Software within a server based environment. In addition, the Responder will demonstrate knowledge of the use of systems for accounting/tracking and metered based usage and invoicing for desktop printers. Specify Experience with each of the above as it relates to the "MPS Printers" Attachment to this Bid:

**Konica Minolta has been providing MPS services since 2009 with a focus on our customer's goals and objectives.**

**These common objectives include:**

- **Impact to organizational growth**
- **Increased document security based on access and operation**
- **Cost savings of 20% or greater in the area of print production**
- **Improvement of workflow processes including:**
  - **Elimination of redundant tasks**
  - **Automation of work steps and processes**
  - **Increased information availability**
- **Reduction of internal IT resources needed to support print infrastructure**
- **Improvement to operational management**

**In order to meet the defined objectives of our customers, we use a methodology that combines consultancy, implementation and management services. We align our customer's business outcomes to develop executable strategies and improvement plans. Desired business outcome planning is based on business operation, workflow processes, precise statistics, integration requirements and current to future state cost reduction opportunity. This concept rests on three core activities – Consult–Implement–Manage – each of them composed of three components.**

The Consult phase begins with an understanding of the current enterprise print environment and the vision for a future state. Konica Minolta uses the data, workflow and interview information from the customer to develop options, which meet the strategic sourcing objectives. The methodology and tools enable Konica Minolta to provide print solutions, which are customized to meet the needs of the customer.

The Implement phase is driven by project planning standards delivered by our Project Management Office (PMO). These standards are applied to small and large projects in order to assure smooth transition to the new solution. Konica Minolta dedicated Project Management resources use recognized standards to plan, support, monitor and complete projects to ensure expectations are successfully met.

Finally, the Manage phase offers a scalable portfolio of services to run, manage and support the print environment. Tailored to individual customer needs and requirements, Konica Minolta complements existing IT services; assuming full operational responsibility, and monitoring performance with detailed reports. Through this methodology we are able to meet our customer's program requirements.

Konica Minolta achieves these objectives by utilizing standard and enhanced managed print services options. Standard services are focused on fleet centric performance while enhanced services expand the offering to include: security and accessibility of devices, Follow-You print capability and workflow and work process solutions.

- 7.17 Support Line:** The Responder must be willing to supply a toll free phone number staffed with knowledgeable personnel for (1) service calls and product troubleshooting, (2) supply orders, and (3) inquiries regarding installation and printer status. Support line must be staffed (at a minimum) from 8:00 a.m. to 5:00 p.m. Pacific Time.

Service Calls will go through the District Help Desk who will in turn notify Vendor's Service Desk Specify your staffing and intent to comply with this requirement:

Konica Minolta will provide a toll free number to our Customer Care Center which is staffed 24 hours a day, 365 days per year, with trained customer support professionals. Users can initiate a service call, supply order either through the dedicated toll-free hotline or [www.MyKMBS.com](http://www.MyKMBS.com), our interactive fleet management site, or email to our Customer Care Center.

The District will also have access to the enterprise engagement team. A project coordinator from the team will be assigned to the project which will act as a single point of contact for installation and deployment updates.

- 7.18 Service Reports:** The Responder shall provide service reports to the District in electronic format on a quarterly basis that provides the following information:<sup>3 7</sup>

- Last 90-days service calls (by machine)
- Last 90-days service response time (by machine)
- Last 90-days Critical Resolution time (by machine)
- Last 90-days uptime (by machine)
- Last 90-days response time and uptime for total fleet
- 3 in 30 days report that indicates all machines that have had 3 or more calls over a 30 day period
- Problem units defined by down time and/or image quality Specify Reports:

Please refer Sample Reports included in Section 5 of our response.

- 7.19 Parts Replacement:** The District requires that all parts used in all contracted printers be manufacturer approved as compatible or OEM.

Specify your intent and policy for the use of replacement parts:

Konica Minolta agrees and only uses manufacturer approved compatible or OEM.

Konica Minolta utilizes as part of its managed print services contract a first level phone support triage. Up to 90% of all calls are closed via remote support, if it is determined a part is needed to fix the device, Konica Minolta will overnight parts to the Technician for next day service.

- 7.20 Technician Certification:** The District requires that all technicians assigned to the District sites are certified by the manufacturer to engage in repairs on the individual model included as covered



under the MPS agreement.

- Upon award, certification for each designated technician will be provided to the District
- Responder will manage and produce upon request certifications for technicians. Specify Technical Authorization and Certifications:

Konica Minolta technicians are trained to support all laser desktop equipment to support our managed print services program. However, because Konica Minolta only manufactures Konica Minolta equipment, we do not require our technicians to be certified on other brands of equipment.

**7.21 Performance Accountability:** The Responder will participate in quarterly scheduled performance meetings to be hosted by District for the purpose of reviewing all performance standards and print objectives and will retain the right to set all printer standards to assure technical compatibility.

Specify your acknowledgement and intent to participate:

Konica Minolta agrees and is willing to participate in quarterly scheduled performance reviews hosted by the customer.

**The below authorized signed is acknowledging all responses offered for Section 7.1-7.21.**

Responder Name:

Signed by: \_\_\_\_\_



## REFERENCES

Bidder must be able to present evidence of satisfactory experience in providing similar materials and/or services to that requested in this Request for Bid. List as references the three (3) nearest companies or governmental agencies for the proposed goods and/or services which can be contacted or inspected for an assessment of past client satisfaction.

Name of Company/Entity:	Jurupa Unified School District		
Address:	4850 Pedley Road		
City / State / Zip Code:	Jurupa Valley, CA 92509		
Contact Person:	Jeffrey Lewis	Title:	Director, Centralized <del>Support Services</del>
Phone Number / Ext:	951-360-4102	FAX #:	951-360-4106
Applicable Purchase Dates / Service Periods	Customer since 2007 to current.		
Comments:			

Name of Company/Entity:	Rialto Unified School District		
Address:	260 S. Willow Ave.		
City / State / Zip Code:	Rialto, CA 92376		
Contact Person:	Dan Distrola	Title:	Director of Purchasing
Phone Number / Ext:	909-873-4326	FAX #:	909-873-4327
Applicable Purchase Dates / Service Periods	Customer since 2011 to current.		
Comments:			

Name of Company/Entity:	Snowline Joint Unified School District		
Address:	101 Stadium Way		
City / State / Zip Code:	Phelan, CA 92329		
Contact Person:	Karen Stevens	Title:	Director of Purchasing
Phone Number / Ext:	760-868-2536	FAX #:	760-868-1115
Applicable Purchase Dates / Service Periods	Customer since 2010 to current.		
Comments:			

### **DESIGNATION OF SUBCONTRACTORS**

The Bidder shall disclose to the Perris Union High School District the name and address of all subcontractors to be used in the execution of the subject contract for this Bid.

The undersigned Bidder plans to utilize subcontractors for this subject Bid/Contract as follows:

NO subcontractors shall be used.

The Subcontractor(s) listed below shall be used:

Portion of Work Performed:			
Company Name:			
Address:			
City / State / Zip Code:			
Contact Person:		Title:	
Phone Number / Ext:		FAX #:	

Portion of Work Performed:			
Company Name:			
Address:			
City / State / Zip Code:			
Contact Person:		Title:	
Phone Number / Ext:		FAX #:	

Portion of Work Performed:			
Company Name:			
Address:			
City / State / Zip Code:			
Contact Person:		Title:	
Phone Number / Ext:		FAX #:	

**NONCOLLUSION DECLARATION TO BE EXECUTED  
BY  
BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the Brian J. Cupka \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this:

day of

\_\_\_\_\_  
City of \_\_\_\_\_ State of

Signed:

Title:

\_\_\_\_\_

## VENDOR'S CERTIFICATION REGARDING WORKERS' COMPENSATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

By securing from Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing of proof satisfactory to Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this contract.

Proper Name of Bidder

---

*Signature of Authorized Agent/Officer*

---

Date

---

In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.

**NONDISCRIMINATION**

Every person, firm, company or corporation, with whom the Perris Union High School District does business with, regardless of the dollar amount, will be required to sign the following statement:

Vendor will not discriminate against any employee or applicant for employment in connection with the performance thereof, because of race, religion, color, age, sex, national origin or physical handicap; and shall take action to insure that applicants are employed, and employees are treated, without regard to their race, sex, religion, color, age, national origin or physical handicap.

\_\_\_\_\_  
Name of Individual, Company or Corporation

y

itle

ress

i

ip Code

**FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

One of the three boxes below **must** be checked:

**[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]**

Contractor's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1

(c) Date: \_\_\_\_\_  
D i s t r i c t Representative's Name and Title: \_\_\_\_\_  
Signature: \_\_\_\_\_

The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor's services under this Agreement and Contractor certifies its compliance with these provisions as follows: *"Contractor certifies that the Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

Contractor's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:

The installation of a physical barrier at the worksite to limit contact with pupils.

Continual supervision and monitoring of all Contractor's on-site employees of Contractor by an employee of Contractor, \_\_\_\_\_, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

Surveillance of Employees by District personnel. **[TO BE COMPLETED BY DISTRICT EMPLOYEE ONLY.]**

Date: \_\_\_\_\_  
D i s t r i c t Representative's Name and Title: \_\_\_\_\_  
Signature: \_\_\_\_\_

**Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

**[MUST BE COMPLETED BY Vendor's AUTHORIZED REPRESENTATIVE.]** I am a

representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

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

Name of Contractor or Company: \_\_\_\_\_

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

Print Name and Title:

## Final Bid Rankings

<b>Vendor</b>	<b>3-Year Lease Cost</b>	<b>Ranking</b>
<b>Konica Minolta Business Solutions</b>	<b>\$505,073.37</b>	<b>1</b>
<b>Valley Office Equipment</b>	<b>\$503,787.25</b>	<b>2</b>
<b>SoCal Office Technologies</b>	<b>\$509,440.43</b>	<b>3</b>
Caltronics	\$528,754.00	4
Xerox (ImageSource)	\$554,333.29	5
Sharp Business Systems	\$563,945.80	6
SCCS	\$568,565.48	7
Toshiba Business Solutions	\$691,392.63	8
Century Business Services	\$781,833.90	9