

**Enterprise and Procurement Services
Master Services Agreement**

Agreement No. **0000-9711**



FOUNDATION for CALIFORNIA
COMMUNITY COLLEGES

This Master Services Agreement (“Agreement”) is entered into between the Foundation for California Community Colleges, a California 501(c)(3) nonprofit organization, (“FoundationCCC”) and Konica Minolta Business Solutions U.S.A., Inc., a New York corporation (“Supplier”).

By signing this Agreement, the Parties acknowledge their acceptance of all the terms and conditions in this Agreement and any exhibits attached hereto (collectively the “Agreement”).

The term of this Agreement is October 1, 2024, through September 30, 2029.


The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A	Recitals	Page 2
Exhibit B	Terms and Conditions	Page 3
Exhibit C	Special Terms and Conditions	Page 8
Exhibit D	Notices	Page 16
Exhibit E	General Provisions	Page 17
Exhibit F	Products and Services	Page 20
Exhibit G	Supplier Commitment & Program Promotion	Page 40
Exhibit H	Sample Form of Supplier Quarterly Reporting	Page 42
Exhibit I	Cooperative Utilization	Page 43
Exhibit J	Contract Amendments/Modifications	Page 54
Exhibit K	Additional Terms and Conditions	Page 56
Attachment 1	Bid Documents	Page 62

THE PARTIES HEREBY EXECUTE THIS AGREEMENT.

SUPPLIER

**FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES**

By: 
Kristen McKenna (Oct 11, 2024 16:26 EDT)

By: 
J.C. Sales (Oct 11, 2024 12:45 PDT)

Print Name: Kristen McKenna

Print Name: Jorge J.C. Sales

Title: Director, Public Sector Contracts

Title: Executive Vice President, Enterprise and Institutional Partnerships

Date: Oct 11, 2024

Date: Oct 11, 2024

SUPPLIER – second signature if applicable

**FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES – signature 2 if applicable**

By: _____

By: 

Print Name: _____

Print Name: Joseph Quintana

Title: _____

Title: Chief Operating Officer

Date: _____

Date: Oct 11, 2024

EXHIBIT A
(Master Services Agreement)

RECITALS

1. **WHEREAS**, the FoundationCCC is a 501(c)(3) nonprofit organization and established as the official auxiliary organization for the California Community College Board of Governors and the California Community Colleges Chancellor's Office in accordance with California Education Code 72670.5 and may enter into systemwide agreements on behalf of the California Community Colleges in accordance with California Public Contract Code 20661;
2. **WHEREAS**, the FoundationCCC developed, supports, and operates CollegeBuys, SchoolBuys, and CivicBuys, cooperative purchasing programs designed to pool the purchasing power of public and private agencies across the nation and, as a result, the FoundationCCC is in a unique and valuable position to provide Supplier with marketing and promotional services for Supplier's products and/or services;
3. **WHEREAS**, this Agreement provides that any or all public agencies, nonprofit organizations directly supporting the California Community College system, public and private school districts, public and private colleges or universities, or the FoundationCCC may purchase Products at prices stated in the RFP #24-001;
4. **WHEREAS**, Supplier provides Copier & Services as agreed upon in this Agreement and attached hereto as Exhibit F;
5. **WHEREAS**, Supplier desires to make this Master Services Agreement available to any and all public agencies, nonprofit organizations directly supporting the California Community College system, public and private school districts, as well as public and private colleges or universities (hereinafter referred to individually as "Participating Agency" or collectively as "Participating Agencies"), specifically including California Community Colleges, which are supported, in part, by the FoundationCCC; and
6. **WHEREAS**, FoundationCCC seeks to offer and raise awareness of Supplier's products and/or services to Participating Agencies in exchange for an administrative fee.

EXHIBIT B

(Master Services Agreement)

TERMS AND CONDITIONS

1. Master Services Agreement. The Agreement of the parties consists of this Master Services Agreement (including the above recitals and these Terms and Conditions) and all Exhibits attached hereto or subsequently signed by the parties. This Master Services Agreement and all applicable Exhibits are hereinafter collectively referred to as the “Agreement.” In the event of a conflict between the Terms and Conditions and any Exhibits, the Terms and Conditions shall take precedence. The remaining exhibits will be given precedence as follows: (1) Master Services Agreement; (2) Special Terms and Conditions; (3) Konica Minolta Maintenance Agreement (4) Any documents attached to the final contract (i.e. exhibits, addendum); (5) The Statement of Work, but only with respect to that particular Statement of Work; (6) Supplier Response to the RFP (7) The RFP.
2. Products and Services Ordered. Subject to the terms of this Agreement, FoundationCCC will provide this Master Services Agreement to interested Participating Agencies for the services and or products identified in Exhibit F.
3. Administration. FoundationCCC shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Agreement as set forth herein, and Supplier hereby agrees that FoundationCCC shall act in the capacity of administrator of purchases under the Agreement.
4. Purchasing. With respect to any purchases by Participating Agencies pursuant to the Agreement, FoundationCCC: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, or said Participating Agency; (ii) shall not be obligated, liable or responsible for any order made by Participating Agencies or any employee thereof under the Agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any Participating Agencies to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the Agreement. FoundationCCC makes no representation or guaranty with respect to any minimum purchases by any Participating Agencies or any employee thereof under this Agreement or the Agreement.
5. Term.
 - a. This Agreement shall begin on October 1, 2024, (“Effective Date”) and shall terminate on September 30, 2029, unless extended in accordance with term 5(b) below.
 - b. The FoundationCCC and Supplier, upon mutual consent, shall have the option to extend the Term for five (5) additional one (1) year periods (“the Extended Term”). If the option for the Extended Terms are exercised, all terms and conditions set forth herein shall be applicable to the Extended Terms, except as expressly modified by written modifications duly executed on behalf of the FoundationCCC and Supplier. In the event that any of, or a portion of, the extension options are not exercised and additional time is required by the FoundationCCC to initiate a new Term extension or subsequent Agreement, Supplier agrees to continue to provide goods and/or services to the Participating Agencies on a month to month basis, for a period not to exceed six (6) months, at the prices, terms and conditions currently at the Agreement expiration date.

6. Termination. This Agreement may be terminated by FoundationCCC for any reason, without penalty, at any time by providing Supplier with written notice of the termination at least thirty (30) days in advance (“Notice Date”). The agreement may be terminated but any existing leases may not be terminated/canceled without a penalty of the remaining payment stream.
7. Termination of this Agreement will not terminate any Participating Agency Agreement already entered into by Participating Agency and Supplier prior to the date of termination. From the Notice Date, no new Participating Agency shall contract with the Supplier using this Agreement. Notwithstanding anything to the contrary, a Participating Agency that is already under contract, prior to termination by FoundationCCC of this Agreement under this section, shall have the ability to renew their agreement up to the Term outlined in Section 5 above, including any Extended Term that has been mutually agreed upon between FoundationCCC and Supplier
 - a. Termination for Convenience- Purchase Order: Any Products or equipment that is under a pre-existing lease will remain until those placements or Order have met their individual lease term. Any Lease or rental Early Termination will result in termination charges equal to the maximum allowed. With respect to the Equipment, the termination charge will not exceed the balance of remaining Equipment Payments (including any current and past due amounts), and with respect to Service or maintenance obligations, the termination charge shall not exceed four (4) months of the Service and Supply base charge or twenty-five percent (25%) of the remaining term, whichever is less.
8. Payment Terms. The payment obligations of the purchaser shall be set forth in the Agreement attached herein addressing the specific service and or product being ordered. Also, see the Special Provisions, Quarterly Fees & Reporting, below for specific requirements.
9. Assignment. The FoundationCCC’s rights and obligations hereunder may be assigned at FoundationCCC’s sole discretion to an existing or newly established legal entity that has the authority and capacity to perform FoundationCCC’s obligations hereunder. Supplier may assign its rights and obligations hereunder to an existing or newly established legal entity that has the authority and capacity to perform Supplier’s obligations hereunder with the prior written consent of the FoundationCCC.
10. Use of Logo. The FoundationCCC’s prior review and written approval is required for any use of the FoundationCCC, CollegeBuys, SchoolBuys, or CivicBuys name or logo by the Supplier in marketing materials including but not limited to: press releases, print pieces, broadcast emails, and website postings. FoundationCCC and the California Community Colleges Chancellor’s Office are distinct and separate entities, and written approval for the use of FoundationCCC, CollegeBuys, SchoolBuys, or CivicBuys names, logos, or marks shall not be construed as approval to use the name, logo, or mark of the California Community Colleges Chancellor’s Office.
11. Insurance. Upon request within ten (10) days of formal commitment to utilize the Agreement, the Supplier and each Subcontractor identified in its Subcontractors List issued by the Supplier shall deliver to the agency taking part in the agreement Certificates of Insurance evidencing the insurance coverage in the minimum amounts noted below. The foregoing notwithstanding, a Participating Agency may require additional or different insurance coverage or minimum amounts in connection with the use of the agreement. In such event, such additional or different insurance requirements shall be noted in writing from the Participating Agency, and the Supplier shall comply with the same.

- a. Workers' Compensation Insurance. The Supplier and all Subcontractors to the Supplier shall obtain and maintain Workers' Compensation Insurance with coverage amounts under such policies in accordance with applicable law.
- b. Commercial General Liability Insurance. The Supplier and all Subcontractors to the Supplier shall obtain and maintain Commercial General Liability Insurance Policies covering: injuries, including accidental death, to persons, damage to property, completed operations, and contractual liability. Minimum coverage amounts under each such Commercial General Liability insurance policy shall be: One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) in the aggregate, One Hundred Thousand Dollars (\$100,000) damage to rented premises per occurrence, Five Thousand Dollars (\$5,000) medical expenses per person, and One Million Dollars (\$1,000,000) personal and advanced injury. Such limits may be satisfied using any combination of underlying and excess/umbrella policies.
- c. Automobile Liability Insurance. The Supplier and all Subcontractors to the Supplier shall obtain and maintain Automobile Liability Insurance Policies covering bodily injury and property damage arising from all owned, non-owned and hired vehicles. Minimum coverage amounts under each such Automobile Liability insurance policy shall be One Million Dollars (\$1,000,000) combined single limit, per accident.
- d. Modifications; Cancellation; Additional Insured. Each Participating Agency hereunder shall be included as additional insured to the Commercial General Liability insurance policies of the Supplier and its Subcontractors. The Workers' Compensation insurance policy and the General Liability insurance policy of the Supplier and each Subcontractor shall include provisions that the policy terms will not be materially modified and the policy will not be cancelled or terminated without at least thirty (30) days advance written notice to the Participating Agency, as applicable. Vendor agrees that its insurance policies and certificates shall contain standard cancellation language. Should any of the referenced policies be canceled prior to the expiration thereof, notification shall be provided in accordance with policy provisions and by Vendor's insurance broker(s).

12. Special Provisions.

- a. Promotion.
 - i. Supplier Commitments. Supplier has reviewed, understands and agrees to the Supplier Commitments and Program Promotion attached hereto and incorporated herein as Exhibit G.
 - ii. Availability of Master Services Agreement. Upon request, Supplier shall make available to interested Participating Agencies a copy of this Agreement as may be necessary for such agencies to evaluate potential purchases.
- b. Quarterly Fees & Reporting.
 - i. Quarterly Administrative Fee. Supplier shall pay FoundationCCC a quarterly administrative fee in the amount of 2% of the total paid purchase invoice, less taxes, additional services (excluding included services) and transportation for all

purchases of Participating Agencies under said Master Services Agreement and provide the FoundationCCC with an electronic accounting report, in a format prescribed by the FoundationCCC, summarizing all purchases under the Agreement. A sample of the reporting format appears at Exhibit H. Quarterly reports are due within fifteen (15) calendar days after the conclusion of the preceding quarter. Quarterly administrative fees applicable to each quarter, are due within thirty (30) days of the end of each calendar quarter. The FoundationCCC reserves the right, upon thirty (30) days advance notice to the Supplier, to change the prescribed reporting format. Administrative fee payments shall be made by check to the FoundationCCC for California Community Colleges.

- ii. Accounting. Supplier shall at its expense maintain an accounting of all purchases made by Participating Agencies. The FoundationCCC reserves the right to audit the accounting for a period of four (4) years from the date the FoundationCCC receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by the FoundationCCC.
- iii. Default. Failure to provide a quarterly report and/or payment of the administrative fee within the time and manner specified in item 11(b)(i) shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Agreement at the FoundationCCC's sole discretion. All administrative fees not paid within thirty (30) days of the end of each quarter shall bear interest at the rate of one and one half percent (1.5%) per month until paid.
- iv. Errors and Omissions. Supplier is provided ninety (90) days or until the conclusion of the subsequent quarter (whichever comes first) from when a quarterly report was due or submitted, to correct error(s) and/or omissions(s) on a quarterly report; and/or to recover an overpayment of the administrative fee from the FoundationCCC. Once the ninety (90) days or the conclusion of the subsequent quarter (whichever comes first) has lapse, the FoundationCCC also reserves the right to recover any unpaid administrative fee(s) from the Supplier discovered during an audit conducted pursuant to Section 11(b)(ii) above, and/or the correction of error(s) and/or omission(s) on quarterly report(s).
- v. Right to Compare Records. FoundationCCC or its designee may, at FoundationCCC's sole discretion, compare Participating Agency records with quarterly reports submitted by Supplier for the purpose of the administrative fee to be paid by Supplier to FoundationCCC under this Agreement. If there is a material discrepancy between the Supplier's quarterly reports and the Participating Agency records, FoundationCCC will notify the Supplier in writing including a description of the material discrepancy and any supporting documentation and identify the underpayment or overpayment of any administrative fee by Supplier to FoundationCCC. Supplier will have thirty (30) days from the date of such notice to respond in writing and/or resolve the material discrepancy; thereafter, FoundationCCC or Supplier may seek the right to any remedy available at law to such party. Regardless, if an issue arises or a discrepancy regarding the administrative fee is identified by FoundationCCC as provided hereunder, Supplier shall continue to make

all payments of any administrative fees that become due and payable in full to FoundationCCC but may also submit a written explanation confidentiality, integrity, and availability of its data and systems, during the of the situation to FoundationCCC. Upon review, and if warranted, either a refund or credit of any applicable administrative fee(s) may be posted to FoundationCCC's account upon resolution of the dispute. All audits performed pursuant to this section shall be subject to any reasonable conditions and restrictions the Supplier may impose to protect the Supplier's regular business hours, after reasonable advance written notice to the Supplier, and with minimal disruption to Konica Minolta's business. Audits shall be limited to once each year unless FoundationCCC has credible evidence that a violation of the agreement has occurred.

EXHIBIT C
(Master Services Agreement)

SPECIAL TERMS AND CONDITIONS

1. **Iran Contracting Act Verification.** If the estimated spend throughout the life of this Agreement is estimated to exceed one million dollars, (\$1,000,000.00), Supplier must appropriately fill out and sign the Iran Contracting Act Verification, as specified under Public Contract Code §§ 2202 – 2208.
2. **Russian Sanctions.** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. Accordingly, should the FoundationCCC determine Supplier is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. FoundationCCC shall provide Supplier advance written notice of such termination, allowing Supplier at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the FoundationCCC.
 - a. If this Agreement has a value to Supplier of \$5 million or more, Supplier shall report to the FoundationCCC regarding their compliance with Russian economic sanctions and report on steps they have taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.
3. **Ban on Incentive Compensation.** The services in this Agreement shall be performed in compliance with the ban on incentive compensation as required under the Higher Education Act 34 C.F.R. § 668.14(b)(22). Supplier may not receive direct or indirect incentive compensation for recruiting or securing the enrollment of students, or for securing financial aid for students.

TECHNOLOGY INFRASTRUCTURE

- 1) **Applicability.** Technology Infrastructure is applicable to Supplier if Supplier will be collecting or storing data on behalf of FoundationCCC or a Participating Agency that falls under the definition of Licensee Data in Section 2 (“Definitions”) below.
- 2) **Definitions.**
 - “Data Breach” is defined as the unauthorized access and acquisition of computerized data that materially compromises the security or confidentiality of confidential or sensitive personal information maintained by FoundationCCC or a Participating Agency.
 - “Licensee Data” is defined as business and other proprietary information of any type generated in connection with work related to FoundationCCC’s or a Participating Agency’s operations. Such information may include, but is not limited to, business discussions and deliberations, compliance-related information, meeting minutes, documents, network transmissions, electronically or magnetically stored data/records, and Personal Information related to FoundationCCC’s or a Participating Agency’s employees, clients, customers, or students.
 - “Personal Information” is defined broadly to include any and all information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular employee, client, customer, or student of a Participating Agency or FoundationCCC.
- 3) **Security.** Supplier shall provide Participating Agency, as “Licensee”, with general system security relating to “Licensee Data” including: (a) physical security of the hosting location, (b) limiting access to Licensee’s stored information to individual Supplier employees and subcontractors directly connected with maintaining the database or the associated application software; (c) plans for managing an information security incident and disaster recovery.
- 4) **Data Security.** Supplier has implemented and shall maintain at least industry acceptable standard systems and procedures to ensure the security, confidentiality and integrity of Licensee Data and to reasonably protect against anticipated threats or hazards to the security or integrity of Licensee Data, and against unauthorized access to, use or disclosure of Licensee Data. Supplier shall:
 - a) Limit administrative access to the system,
 - b) Limit remote access to the system,
 - c) Limit account access and privileges to the least necessary for the proper functioning of the system
 - d) Remove or disable applications and services that are not necessary for the proper functioning of the system,
 - e) Use named user accounts and not generic or shared accounts,
 - f) Use Federated Single Sign On, Kerberos, or other industry compliant services for authentication and authorization, and
 - g) Enable an appropriate level of auditing and logging for the operating system and applications.
- 5) **Use of, Storage of, or Access to, Licensee Data.** Supplier shall only use, store, or access Licensee Data:
 - a) In accordance with, and only to the extent permissible under this Agreement or Supplier’s Participating Agency Agreement with Participating Agency; and
 - b) In full compliance with any and all applicable laws and regulations, only to the extent applicable to Supplier, but without limitation: Family Educational Rights and Privacy Act (“FERPA”), Gramm-Leach Bliley Act (“GLBA”), California Privacy Rights Act (“CPRA”), and Health Insurance Portability and Accountability Act (“HIPAA”).
- 6) **Security Updates.**

- a) Participating Agency will be notified of any changes to Supplier security policies applicable to Licensee Data with 90-days advance notice. If any changes are deemed unacceptable, Supplier will work with Participating Agency to arrive at mutually-acceptable security policy terms.
 - b) Supplier promises to update the risk assessment and related safeguards at least annually. Upon request by the Participating Agency, Supplier agrees to provide documentation sufficient to demonstrate Supplier's security compliance for the Licensee Data.
 - c) Contractor shall have a process for the timely review, testing, and installation of patches essential for safeguarding the confidentiality, integrity, or availability of the system or FoundationCCC Data.
- 7) **Access to Information/IT Assets.** Supplier acknowledges and agrees that during the course of Supplier's business relationship with the Participating Agency, Supplier will not access data, files, or any other stored information not necessary for Supplier's work pursuant to this agreement, unless there has been prior approval by an authorized Participating Agency representative. Supplier acknowledges and agrees that the Participating Agency's computers, applications, information storage, networks, and telecommunications systems, including telephones and facsimiles, ("IT Assets") are the Participating Agency's property. The IT Assets will be used only by properly identified, authenticated, and authorized individuals and will be used solely for the Participating Agency's business. All messages, content, data, information, and files composed, stored, sent, or received on the IT Assets are the property of the Participating Agency, and Supplier acknowledges and agrees that Supplier has no expectation of privacy with respect to the use of the IT Assets.
- 8) **Data Sharing.**
- a) All Licensee Data shared between the parties or collected by Supplier on behalf of Participating Agency in meeting the terms of this contract is confidential and remains the property of Participating Agency. No data of any sort can be released to third parties without the written consent of Participating Agency or the individual data owner if required by applicable law. Licensee Data shared with third party companies remains the sole property of Participating Agency.
 - b) Licensee Data shared or collected must be stored in the United States of America.
 - c) All Personal Information Data provided to or held by Supplier under this Agreement must be encrypted at all times, both at rest and in transit.
 - d) Licensee Data shared between the parties will be transmitted using Secure FTP or other equivalent encryption-based based protocol. Under no circumstances will the parties share Personal Information via non-secure methods such as public email.
 - e) Licensee Data will be shared at mutually agreed upon times between the parties.
 - f) All data collected, stored, transmitted, and/or otherwise shared between the Participating Agency and Supplier and Supplier to any third party entities will meet the minimum standards for protection of Personally Identifiable Information (PII) defined in the security controls in Section 4.3 of NIST SP 800-122 (Guide to Protecting the Confidentiality of Personally Identifiable Information), and NIST Special Publication 800-53.
- 9) **Breach Notification and Action.** The California Information Practices Act (California Civil Codes sections 1798, et seq.) requires users to be notified if there is a breach of any system that may contain personal information defined by the Act. Supplier will coordinate with the Participating Agency to promptly notify Participating Agency's users in the event of any break-in or attempted break-in to Supplier provided software systems or security protocols, network(s), or data center(s) which contain Personal Information of the Participating Agency's users. Supplier shall report any confirmed or suspected breach to Participating Agency upon discovery, both orally and in writing, but in no event more than two (2) business days after Supplier reasonably believes the breach to have occurred, unless Supplier is otherwise prohibited by other applicable law from providing such notice to Participating Agency. Supplier's report shall identify: (i) the nature of the unauthorized access, use or disclosure; (ii) the protected information accessed, used and disclosed; (iii) the person(s) who

accessed, used and disclosed and/or received the protected information (if known); (iv) what Supplier has done or will do to mitigate the deleterious effect of the unauthorized access, use or disclosure; and (v) what corrective action Supplier has taken or will take to prevent further unauthorized access, use, or disclosure. Supplier will cooperate with Participating Agency in complying with the notification requirements of California Civil Code sections 1798.29 and 1798.82. All costs associated with breach including but not limited to notification, claims and reparations are the sole responsibility of Supplier. FoundationCCC or Participating Agency may discontinue any services or products provided by Supplier until FoundationCCC or an effected Participating Agency, in its sole discretion, determines that the cause of the Data Breach has been sufficiently mitigated.

- 10) **Business and Other Proprietary Information.** Supplier promises to return or destroy all business and other proprietary information including Licensee Data to the Participating Agency within 14 days after termination of the relationship between the parties.
- 11) **Oversight.** FoundationCCC reserves the right to request security information reasonably necessary to ascertain FoundationCCC's own compliance with state and federal data privacy laws. Upon FoundationCCC's request, Supplier shall provide a copy of its most recent NIST/HECVAT/SOC 2 audit report or equivalent cybersecurity assessment, and that of any data center in which Licensee Data is stored. Upon request, Supplier shall provide its applicable Disaster Recover Plans, Business Continuity Plans, and Incident Response plans.
- 12) **Intellectual Property.** Subject to the express rights and licenses granted by Supplier under this Agreement, Supplier reserves and retains its entire right, title, and interest in and to all Intellectual Property arising out of or relating to the software and the service provided by it (the "Services"); none of FoundationCCC, Participating Agency (and its affiliates) nor authorized users acquire any ownership of Intellectual Property in the software or documentation or the Services as a result of this Agreement and will not remove, suppress, or modify in any way any proprietary marking, including any trademark or copyright notice, on or in the Services or on or in any component thereof unless otherwise described in the Participating Agency Agreement.
As between Participating Agency (and its affiliates) and Supplier, Participating Agency (and its affiliates) has, reserves, and retains, sole and exclusive ownership of all right, title, and interest in and to the Licensee Data, including all Intellectual Property arising therefrom or relating thereto. The Licensee Data is the Confidential Information of the Participating Agency (and its affiliates), and neither Supplier nor any third party has or will have, acquire, or claim any right, title, or interest in any Licensee Data as a result of this Agreement or any interest in the Software or have any right or license to, and shall not, use any Licensee Data except solely as and to the extent necessary to perform the Services herein.
- 13) **Ownership of Institution Data.** Participating Agency, and/or its suppliers and affiliates, retains all right, title and interest (including, without limitation, all proprietary rights) to Licensee Data except for rights granted to Supplier and its affiliates under this Agreement. Except as otherwise provided herein, upon termination or cancellation of this Agreement for any reason, Supplier shall return all Licensee Data to Participating Agency in an agreed upon format, or destroy, at Participating Agency's option.
- 14) **Return of Materials.** Upon expiration or termination of this Agreement or the licenses granted hereunder, Participating Agency shall immediately return to Supplier all licensed software/technology and documentation provided to Supplier, as well as any and all copies thereof. Supplier agrees to cooperate with Participating Agency to facilitate the retrieval and download of all Licensee Data collected by and stored by the Services. Upon Licensee's receipt of the data, Supplier will certify that all Licensee Data has been thoroughly and completely removed from the Supplier's Services.
- 15) **Nondisclosure of Licensee Data.** Supplier shall hold all Licensee Data in strict confidence and with the same standard of care it uses to protect its own information of a similar nature and shall not use Licensee Data for any purpose other than to provide the Service or as may be authorized in writing by Participating Agency. Supplier shall not disclose Licensee Data to any other party except: (a) to

Supplier employees, agents, subcontractors and service providers, to whom Licensee Data needs to be disclosed for the purpose of providing the Service; (b) as required by law, or to respond to duly authorized information requests of police and governmental authorities or to comply with any facially valid subpoena or court order; (c) as authorized by Participating Agency in writing. Supplier shall undertake efforts reasonably calculated to ensure that Supplier employees, agents, and subcontractors with access to Licensee Data are aware of Supplier's obligations under this Agreement and are placed under an obligation of confidentiality with respect thereto.

- 16) **Compelled Disclosure.** Except as otherwise prohibited by applicable law, if Supplier is served with any subpoena, discovery request, court order, or other legal request or command that calls for disclosure of any Licensee Data, Supplier shall promptly notify FoundationCCC/Participating Agency in writing so that FoundationCCC/Participating Agency may seek to obtain a court order or take any other action FoundationCCC/Participating Agency deems necessary to prevent disclosure or otherwise protect Licensee Data. In such event, Supplier shall provide FoundationCCC and Participating Agency prompt and full assistance in efforts to protect Licensee Data.
- 17) **California Consumer Privacy Act ("CCPA") Obligations.**
 - a) Supplier will only collect, use, retain, or disclose personal information for the contracted business purposes.
 - b) Supplier will not collect, use, retain, disclose, sell, or otherwise make personal information available for Supplier's own commercial purposes or in a way that does not comply with the CCPA. If a law requires the Supplier to disclose personal information for a purpose unrelated to the contracted business purpose, the Supplier must first inform FoundationCCC or Participating Agency (as applicable) of the legal requirement and give FoundationCCC or Participating Agency (as applicable) an opportunity to object or challenge the requirement, unless the law prohibits such notice.
 - c) Supplier will limit personal information collection, use, retention, and disclosure to activities reasonably necessary and proportionate to achieve the contracted business purposes or another compatible operational purpose.
 - d) Supplier must promptly comply with any request or instruction from a software user or Participating Agency requiring the Supplier to provide, amend, transfer, or delete the personal information, or to stop, mitigate, or remedy any unauthorized processing.
 - e) If the contracted business purposes require the collection of personal information from individuals on the Participating Agency's behalf, Supplier will always provide a CCPA-compliant notice addressing use and collection methods that the Participating Agency specifically pre-approves in writing. Supplier will not modify or alter the notice in any way without the Participating Agency's prior written consent.
- 18) **ADA/Accessibility.** With respect to ADA compliance, the Supplier shall:
 - a) Conform to the [ICT Section 508 Standards](#) and the [Web Content Accessibility Guidelines \(WCAG\) 2.1 Level AA](#). Comply with all applicable FCC regulations regarding advanced communications services (<http://www.fcc.gov/encyclopedia/advanced-communications-services-acs>).
 - b) Resolve immediately any accessibility issues that are discovered or encountered by end users, and communicate a concrete timeframe for resolving the issue(s). If portions of the software or user experience are discovered to be noncompliant at any point, FoundationCCC or a Participating Agency will notify Supplier immediately. If any student accommodation is found to be necessary due to an identifiable lack of accessibility in the Supplier software, the cost for accommodation will be paid by Supplier upon request by FoundationCCC or a Participating Agency, once verified that the student accommodation conforms with Section 508 of the Rehabilitation Act of 1973 and that the noncompliance did not arise from intermediary interference (e.g., virus protection software, web browser problems, or out of date assistive technology) or a student's inability to properly utilize compliant assistive technology. If necessary, an independent and

mutually agreed upon, 3rd party accessibility firm may be used to validate the lack of software accessibility. Reasonability of cost for accommodation will be upon mutual agreement by Supplier and FoundationCCC or the requesting Participating Agency.

- c) Present a Voluntary Product Accessibility Template (VPAT) upon contract execution to FoundationCCC and subsequent Participating Agencies. Credible verification and/or documentation regarding the accessibility of the software, product, or service shall be provided by the Supplier upon request.
- 19) **Proctoring Services.** In compliance with SB 1172 and California Business and Professions Code Section 22588, a Supplier providing exam proctoring services in an educational setting shall be prohibited from collecting, retaining, using, or disclosing personal information except to the extent necessary to provide those proctoring services and in other specified circumstances.
- 20) **Third Party Software Support Services.** Supplier will, as soon as reasonably practicable, provide notice to FoundationCCC and affected Participating Agencies if a third-party owner of a software product which is under an executory contract through Supplier for software support services for such software product intends to terminate or otherwise cease to provide software support services for such software product prior to the end of the term of the applicable contract under which a Participating Agency acquired the software support services. The parties acknowledge that Supplier can give advance notice only to the extent possible and that the timing of any such notice is dependent upon the actions of the third-party owner(s). Subject to the preceding two sentences, Supplier will attempt to provide at least 180 days' advance notice of the termination of Software Support Services by the third-party owner of affected software product.
- 21) **Written Information Security Program.** Supplier shall develop, implement, and maintain a written comprehensive information security program that includes the following:
 - a) Supplier must designate a qualified individual responsible for overseeing and implementing the Supplier's information security program and enforcing the information security program.
 - b) Supplier's information security program shall be based on a risk assessment that identifies reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of customer information/data that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of such information, and assesses the sufficiency of any safeguards in place to control these risks.
 - c) Supplier shall design and implement safeguards to control the risks Supplier identifies through risk assessment. At a minimum, the written information security program must address the implementation of the minimum safeguards identified in 16 C.F.R. 314.4(c)(1) through (8).
 - d) Supplier shall regularly test or otherwise monitor the effectiveness of the safeguards it has implemented.
 - e) Supplier shall implement policies and procedures to ensure that personnel are able to enact the information security program.
 - f) Supplier shall oversee all service providers or subcontractors by:
 - 1. Taking reasonable steps to select and retain service providers or contractors that are capable of maintaining appropriate safeguards for the customer information at issue;
 - 2. Requiring your service providers or subcontractors by contract to implement and maintain such safeguards; and
 - 3. Periodically assessing your service providers or subcontractors based on the risk they present and the continued adequacy of their safeguards.
 - g) Supplier shall evaluate and adjust their written information security program in light of
 - 1. the results of the required testing and monitoring;
 - 2. any material changes to Suppliers operations or business arrangements; or
 - 3. Any other circumstances Supplier knows or has reason to know may have a material impact on the information security program.

- h) Establish a written incident response plan designed to promptly respond to, and recover from, any security event materially affecting the confidentiality, integrity, or availability of customer information in Supplier's control. Such incident response plan shall address the following areas:
 - 1. The goals of the incident response plan;
 - 2. The internal processes for responding to a security event;
 - 3. The definition of clear roles, responsibilities, and levels of decision-making authority;
 - 4. External and internal communications and information sharing;
 - 5. Identification of requirements for the remediation of any identified weaknesses in information systems and associated controls;
 - 6. Documentation and reporting regarding security events and related incident response activities; and
 - 7. The evaluation and revision as necessary of the incident response plan following a security event.
 - i) Supplier shall ensure that the qualified individual responsible for overseeing and implementing Supplier's written information security plan reports, in writing to their board of directors or equivalent governing body.
- 22) **No Surreptitious Code.** Supplier warrants that it will not knowingly introduce, via any means, spyware, adware, ransomware, rootkit, keylogger, virus, trojan, worm, or other code or mechanism designed to permit unauthorized access to Licensee Data, or which may restrict Participating Agency's access to or use of Licensee Data.
- 23) **Termination Procedures.** Upon expiration or termination of this Agreement or an applicable Participating Agency Agreement, Supplier shall ensure that no Data Breach occurs and shall follow Participating Agency's instructions as to the preservation, transfer, or destruction of Licensee Data. The method of destruction shall be accomplished by "purging" or "physical destruction", in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88. Upon request by FoundationCCC or Participating Agency, Supplier shall certify in writing to FoundationCCC or Participating Agency that return or destruction of Licensee Data has been completed. Prior to such return or destruction, Supplier shall continue to protect Licensee Data in accordance with this Agreement.

**ATTACHMENT I
IRAN CONTRACTING ACT VERIFICATION
(Public Contract Code sections 2202-2208)**

Prior to bidding on, submitting a proposal or executing a contract or renewal for goods or services of \$1,000,000 or more, a Supplier must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your supplier or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 – THIS PROJECT IS LESS THAN \$1,000,000.

OPTION #2 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the supplier/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Supplier Name/Financial Institution</i> Konica Minolta Business Solutions U.S.A., Inc.	<i>Federal ID Number (or n/a)</i> 13-1921089
<i>By (Authorized Signature)</i> 	<i>Date Executed:</i> April 29, 2024
<i>Printed Name and Title of Person Signing:</i> Kristen McKenna, Director, Public Sector Contracts	

OPTION #3 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or to enter into or to renew, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Supplier Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature):</i>	<i>Date Executed:</i>
<i>Printed Name and Title of Person Signing:</i>	

EXHIBIT D
(Master Services Agreement)

NOTICES

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

FOUNDATIONCCC:

Foundation for California Community Colleges
Enterprise and Procurement Services
1102 Q Street, Suite 4800
Sacramento, CA 95811
cbreporting@foundationccc.org

SUPPLIER:

Konica Minolta Business Solutions U.S.A., Inc.
Shaun Reardon , Contracts Specialist
100 Williams Dr.
Ramsey, NJ
(703) 637-1527
Shaun.reardon@kmbs.konicaminolta.us

EXHIBIT E

(Master Services Agreement)

GENERAL PROVISIONS

1. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
2. Modification and Waiver. Except as provided otherwise herein, this Agreement may not be modified except by a writing signed by an authorized representative of both parties. A waiver by either party of its rights hereunder shall not be binding unless contained in a writing signed by an authorized representative of the party waiving its rights. The non-enforcement or waiver of any provision shall not constitute a waiver of such provision on any other occasion unless expressly so agreed in writing.
3. Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.
4. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
5. Survival. This section (Survival), Exhibit C (Special Terms and Conditions), Exhibit B, Section 6 (Termination), Exhibit B, Section 11(b)(ii) (Accounting), and Exhibit E, Section 9 (Indemnification) shall survive the early termination of this Agreement.
6. Choice of Law. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Sacramento, subject to transfer of venue under applicable State law.
7. Binding Power. This Agreement shall inure to the benefit of and shall be binding upon the FoundationCCC, the Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.
8. Independent Parties. This Agreement does not constitute, give effect to, or otherwise imply a joint venture, pooling arrangement, partnership, or formal or informal business organization of any kind, or (except as expressly set forth herein) any sort of agency relationship between the parties. Neither party will, or will have the power to, bind the other party to any third party without the prior written consent of the other party. The relationship of Supplier and the FoundationCCC under this Agreement is that of independent contractors. Neither party (the "Acting Party") will have the authority to make any agreement or commitment, or incur any liability on behalf of the other party, nor shall such other party be liable for any acts, omissions to act, contracts, commitments, promises, or representations made by the Acting Party. Except as expressly set forth herein, this Agreement does not restrict either party from conducting business with any third party.

9. Indemnification. Supplier, its heirs and/or its assigns (“Indemnitor”) will indemnify, defend and hold both FoundationCCC and each Participating Agency, and their directors, officers, employees, and agents (collectively “Indemnitees”) harmless from all losses, liabilities, claims, demands, costs, expenses and damages, including reasonable attorneys’ fees and costs, to the extent caused by (a) (a) any breach by Indemnitor of the Technology Infrastructure located in Exhibit C; (b) Indemnitor’s or Indemnitees’ infringement or misappropriation of any intellectual property rights relating, in any way, to the performance of Services and/or (c) any willful or grossly negligent act or omission by Indemnitor or any person or entity for whom Indemnitor is responsible. Indemnitor’s indemnification obligations will not be limited by any assertion or finding that Indemnitees are liable by reason of non-delegable duty. FoundationCCC or the applicable Participating Agency must approve the extension of all settlement offers and approval will not be unreasonably withheld. The Indemnitor will furnish Indemnitees with all related evidence in its control regardless of any disputes. Nothing in this Agreement shall constitute a waiver or limitation of any rights which Indemnitees may have under applicable law, including without limitation, the right to implied/equitable indemnity. The Parties acknowledge and agree that the services provided by Konica Minolta to the Participating Agencies may require Konica Minolta to process benign diagnostic and usage data that does not meet the definition of personal data, that Konica Minolta does not require any other data to provide the services, that Konica Minolta does not want FCCC or the Participating Agencies to provide it any other data, and that Konica Minolta has asked FCCC and the Participating Agencies not to provide it any other data. FCCC and the Participating Agencies represent, warrant, and covenant not to provide any other data without the prior written consent of Konica Minolta's SVP, Chief Information Officer, and SVP, General Counsel. FCCC and Participating Agencies agree that Konica Minolta shall not be liable for any demands, actions, causes of action, suits, proceedings, losses, liabilities, claims, damages, assessments, judgments, compromises, settlements, fees, or expenses arising out of FCCC's or Participating Agencies’ breach of the foregoing representations, warranties, and covenants.
10. Good Faith Cooperation. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
11. Authorized Representative. The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective Parties, and by their signatures to bind the respective Parties to this Agreement.
12. Price Modification Request Protocol. Detailed below is the Formal Price Modification Protocol that has been established by FoundationCCC. Price modifications are to be submitted to FoundationCCC in advance and comply with the parameters outlined below. All price modifications are subject to the Agreement’s Lowest Price Commitment Certification and will not impact prices already agreed to between a Participating Agency and Supplier.

Limitations: Supplier is limited to one (1) Formal Price Modification Request per year (a year is defined as a 365-day period). The initial year to commence upon a fully executed contract between FoundationCCC and Supplier.

All future Formal Price Modification Requests (“Request”) are managed as follows:

- a. Supplier shall submit a written Request for Price Modification to FoundationCCC on company letterhead that includes sufficient details to allow FoundationCCC to evaluate the Request effectively and efficiently. At a minimum, the Request should include details on specific product and/or service, packaging (if applicable) or other related materials

costs that have changed, product lines that are to be impacted, and the net effective impact of the requested adjustments would be.

- b. FoundationCCC will review the Request in a timely manner and make every effort to get back to the Supplier with any questions or additional information required to evaluate the Request within ten (10) business days.
- c. Please note that some factors FoundationCCC may consider in this determination may include, but are not limited to, market conditions, frequency of Request from the Supplier, appropriateness of Request relative to other Suppliers in the industry, and general market conditions for our constituents.
- d. If FoundationCCC does not feel that the Request is justified, FoundationCCC reserves the right to either deny the modification or negotiate better terms for Participating Agencies.
- e. If the price modification as presented is accepted, FoundationCCC will issue a letter of acceptance to Supplier stating the earliest date the price modification can go into effect, typically a minimum of sixty (60) days from the date of acceptance. FoundationCCC may extend this implementation period if warranted by market conditions.
 - i. Supplier should anticipate that the processing of a Request to take approximately thirty (30) days from receipt of Request.
 - ii. Supplier is responsible for communicating the price modification acceptance to all participating agencies, including any who have not ordered, but have requested a quotation, within thirty (30) days of approval. But price modifications shall not impact Participating Agencies who have already agreed to a price in an agreement with Supplier.
- f. Understanding project lead times and the importance of Participating Agencies' ability to stay on budget, Supplier is expected to work with any Participating Agency that has received a quote that could be impacted by the price modification. At minimum, Supplier will be asked to honor any quotation made with the old pricing for ninety (90) days from effective date of the price modification.
- g. FoundationCCC reserves the right to modify this formal process if the need arises and will notify Vendor partners of any changes to the Formal Price Modification Protocol.

EXHIBIT F
(Master Services Agreement)

PRODUCTS AND SERVICES

Lowest Price Commitment Certification

In accordance with regulations established for California Public Contract Code 20661(a)(2) and California Code of Regulations Title 5 section 59131(b), the FoundationCCC shall require a vendor to certify that the goods or services provided pursuant to the contract shall carry the lowest cost available upon the same terms, conditions, and specifications. As such, Supplier certifies that the cost to each California Community College District that is a beneficiary of this Agreement is lower than the cost a California Community College District could obtain through its standard contracting procedures and is the lowest cost available for the same products and/or services in Exhibit F, upon the same terms, conditions, and specifications herein. This certification does not preclude Supplier from providing greater discounts than outlined in Exhibit F to a California Community College District in recognition of unique factors such as volume spend.

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

By:  _____ Date: Oct 11, 2024

Print Name: Kristen McKenna Title: Director, Public Sector Contracts

			TURNKEY: DELIVERED TO CLIENT: MINIMUM DISCOUNT (%)		(SEE RFP DOCUMENT SECTION 4.1) LEASING (SEE RFP DOCUMENT SECTION 4.2) REQUIREMENTS
NAME	DESCRIPTION	MANUFACTURERS/PRODUCTS BRANDS SUPPORTED BY YOUR FIRM AT THE PROPOSED DISCOUNTS (use additional sheets if needed and label each item with Classification, Item Number and Product Type)	TIER #1 \$1 - \$99,999 (MINIMUM DISCOUNT)	TIER #2 \$100,000 and above (MINIMUM DISCOUNT)	
Printers					
Print Speed: Output 28 8.5"x11" pages per minute	Twenty eight (28) ppm printing, color scanning, finishing options for right-size scalability and control panel with mobile connectivity area. Standard paper input capacity from 1,100 to 3,600 sheets and up to four (4) optional input trays for 8.5"x11" to 11"x17" paper sizes. Automatic Duplexing. Network Interface. Additional features and options available.	Konica Minolta Bizhub 287, 300i	53.10%	72.70%	
Copiers: Output 36 8.5"x11"pages	Multifunctional thirty six (36) ppm printing, color scanning, finishing options for right-size scalability and control panel with mobile connectivity area. Standard paper input capacity from 1,150 to 6,650 sheets and up to three (3) optional input trays for 8.5"x11" to 11"x17" paper sizes. Network Interface. Additional features and options available.	Konica Minolta Bizhub 360i, 450i, 550i	57.93%	75.13%	
Copiers: Output 65 8.5"x11" pages	Multifunctional sixty five (65) ppm printing, color scanning, finishing options for right-size scalability and control panel with mobile connectivity area. Standard paper input capacity from 1,150 to 6,650 sheets and up to two (2) optional input trays for 8.5"x11" to 11"x17" paper sizes. Network Interface. Additional features and options available.	Konica Minolta Bizhub 650i, 750i, 850i, 950i	66.53%	76.13%	
Average Discount Classification 1 Tier #1:			59.19%		
Printers					
Print Speed: Output 36 8.5"x11" pages	Multifunctional thirty six (36) ppm printing, color scanning, finishing options for right-size scalability and control panel with mobile connectivity area. Standard paper input capacity from 1,150 to 6,650 sheets and up to three (3) optional input trays for 8.5"x11" to 11"x17" paper sizes. Network Interface. Additional features and options available.	Konica Minolta Bizhub C360i, C450i, C550i,	68.06%	69.61%	
Copiers: Output 65 8.5"x11" pages	Multifunctional sixty five (65) ppm printing, color scanning, finishing options for right-size scalability and control panel with mobile connectivity area. Standard paper input capacity from 1,150 to 6,650 sheets and up to two (2) optional input trays for 8.5"x11" to 11"x17" paper sizes. Network Interface. Additional features and options available.	Konica Minolta Bizhub C650i	68.06%	78.04%	
Copiers: Output 75 8.5"x11" pages	Multifunctional seventy five (75) ppm printing, color scanning, finishing options for right-size scalability and control panel with mobile connectivity area. Standard paper input capacity from 1,150 to 6,650 sheets and up to two (2) optional input trays for 8.5"x11" to 11"x17" paper sizes. Network Interface. Additional features and options available.	Konica Minolta Bizhub C750i	67.65%	78.18%	
Average Discount Classification 2 Tier #1:			67.92%		

			TURNKEY: DELIVERED TO CLIENT: MINIMUM DISCOUNT (%)		LEASE (SEE RFP DOCUMENT SECTION) REQUIREMENTS
NAME	DESCRIPTION	MANUFACTURERS/PRODUCTS BRANDS SUPPORTED BY YOUR FIRM AT THE PROPOSED DISCOUNTS (use additional sheets if needed and label each item with Classification, Item Number and Product Type)	TIER #1 \$1 - \$99,999 (MINIMUM DISCOUNT)	TIER #2 \$100,000 and above (MINIMUM DISCOUNT)	
Printer - B/W	Wireless Laser Multifunction Printer Black and White (B/W) Copier, Fax, Printer, Scanner up to 35 PPM. Automatic Duplex Print. Up to 50000 Pages Monthly. Color Flatbed Scanner	Bizhub 4001i	52.53%	52.53%	
Printer - Color	Wireless Laser Multifunction Printer Color, Fax, Printer, Scanner up to 25 PPM. Automatic Duplex Print. Up to 50000 Pages Monthly. Color Flatbed Scanner	C3351i	53.54%	53.54%	
Printer - Color	Wireless Inkjet Printer Color, Fax, Printer, Scanner up to 22 PPM for B/W and 18 PPM for Color. Automatic Duplex Print. Up to 50000 Pages Monthly. Color Flatbed Scanner. Network ready Standard (built-in Ethernet, Wi-Fi 802.11b/g/n). Software included.	N/A	N/A	N/A	
Average Discount Classification 3 Tier #1:			53.04%		
Printer - 53.6" Wide	Wide format inkjet printer with maximum print width of 53.6 inches (1,361 mm). Ink type is dye sublimation: Bl, M, Y, K, Lbl, Lm, Fp, Fy.	HP Designjet Z6 Pro	4.00%	4.00%	
Printer - 36" Wide	25 sec/page on D, 82 D prints per hour[1]. Up to 2400 x 1200 optimized DPI. Number of print cartridges: 4 (C, M, Y, K). Connectivity, standard: Gigabit Ethernet (1000Base-T), Hi-Speed USB 2.0, Wi-Fi 802.11a/b/g/n, Wi-Fi Direct. Finished output handling: Sheet feed, roll feed, automatic sheet feeder, media bin, automatic horizontal cutter.	HP Designjet T630	4.00%	4.00%	
Printer - 17" Wide	Professional photographic, fine art, graphic design and proofing applications. Interfaces: One Hi-Speed USB 2.0 port (1 port) 1000Base-T Ethernet (1 port). Maximum Paper Width: 17". Print Speed: 8" x 10" prints from 0:59 to 2:26; normal is 1:28; 16" x 20" prints from 2:46 to 6:48; normal is 4:11	HP DesignJet Z6 Large Format PostScript® Graphics Printer - 24"	4.00%	4.00%	
Average Discount Classification 4 Tier #1:			4.00%		
Plotters - Six (6) PPM	Large format plotter with two (2) drawers for A1 and D size rolls (22"x34"). Six (6) PPM.	HP DesignJet XL 3800	4.00%	4.00%	
Plotters - Ten (10) PPM	Large format plotter with six (6) drawers for A1 size rolls (22"x34"). Ten (10) PPM.	HP PageWide XL 4200	4.00%	4.00%	
Average Discount Classification 5 Tier #1:			4.00%		

			TURNKEY: DELIVERED TO CLIENT: MINIMUM DISCOUNT (%)		LEASE (SEE RFP DOCUMENT SECTION) REQUIREMENTS
NAME	DESCRIPTION	MANUFACTURERS/PRODUCTS BRANDS SUPPORTED BY YOUR FIRM AT THE PROPOSED DISCOUNTS (use additional sheets if needed and label each item with Classification, Item Number and Product Type)	TIER #1 \$1 - \$99,999 (MINIMUM DISCOUNT)	TIER #2 \$100,000 and above (MINIMUM DISCOUNT)	
er - 1200x1200 DPI	Large format flatbed scanners for A3 (297mm X 420mm). 1200 x 1200DPI	N/A	N/A	N/A	
er - 2400 DPI	Large format flatbed scanners for A3 (297mm X 420mm). 2400DPI	N/A	N/A	N/A	
er - 2400 x 4800 DPI	Large format flatbed scanners up to 12.2" x 17.2". 2400 DPI. Interfaces: Hi-Speed USB 2.0	Epson Expression 13000XL Archival Scanner	4.00%	4.00%	
00 and 6400 DPI	Flatbed color image scanner. 2400 DPI. Standard Connectivity: Hi-Speed USB 2.0. Supported Film Size: 35 mm slides (12 frames); 35 mm film strips (18 frames); Medium format film (1 frame, up to 6 x 20 cm); 4" x 5" film (1 frame)	Epson PERFECTION V850-M PRO PHOTO	4.00%	4.00%	
Average Discount Classification 6 Tier #1:			4.00%		
	Flatbed Scanner with ADF (Automatic Document Feeder). Accurately processes up to 200 images per minute. High-capacity 300-page Automatic Document Feeder suitable for continuous scanning. Integrated flatbed scanner for scanning bound and bulky materials. Accepts a wide variety of documents: thin paper, plastic cards, long documents, and envelopes. Straight paper path. Stops if a misfeed occurs, reducing damage to documents. Multi-Feed function allows easy manual bypass for sticky notes, taped receipts, and labels that can slow down batch scanning. Identifies sheets stuck together so you don't miss an image. Skew reduction. Blank page detection removes blank pages automatically. Front and back merge. Available with optional document management software and on-site service Options.	Epson WorkForce DS-70000 Color Document Scanner	4.00%	4.00%	
Average Discount Classification 7 Tier #1:			4.00%		

			TURNKEY: DELIVERED TO CLIENT: MINIMUM DISCOUNT (%)		LEASE (SEE RFP DOCUMENT SECTION 3) REQUIREMENTS
NAME	DESCRIPTION	MANUFACTURERS/PRODUCTS BRANDS SUPPORTED BY YOUR FIRM AT THE PROPOSED DISCOUNTS (use additional sheets if needed and label each item with Classification, Item Number and Product Type)	TIER #1 \$1 - \$99,999 (MINIMUM DISCOUNT)	TIER #2 \$100,000 and above (MINIMUM DISCOUNT)	
on Printer - Entry Level	Digital press for lower-volume print shops, corporate reprographics departments, and office environments that do not require the extensive finishing and color management options. 65 color Page Per Minute (ppm) or 80 black & white ppm. Booklet and staple finishing. 2-sided printing sheets up to 34" long and envelopes. Maximum paper input up to 7,380 sheets. Duplex printing. Available with optional dual scan document feeder (do not include in base retail price).	Konica Minolta AccurioPress C4065	53.54%	53.54%	
on Printer - High Volume	Digital press for high volume environment with copy speeds up to 120 Pages Per Minute (ppm). Monthly duty cycle up to 2.5 million impressions. Advanced job management support for operators, includes management software, job ticket/page editing and paper catalogue support. High-speed, dual-color scanner with a maximum scanning speed of 240 ppm, with enhanced Open API and IWS applications support. High digital press print production with up to 18,000-sheet maximum paper capacity for long runs with less reloading	Konica Minolta AccurioPress C12000 Konica Minolta AccurioPress 7120	54.55%	54.55%	
Average Discount Classification 8 Tier #1:			54.05%		
Printer	Build Volume (WxDxH) 256 x 256 x 256 mm ³ . Nozzle: 0.4 mm Hardened Steel Included. Max Hot End Temperature: 300 °C. Supported Filament: PLA, PETG, TPU, ABS, ASA, PVA, PET Ideal for PA, PC, Carbon/ Glass Fiber Reinforced Polymer. Includes 3-D Printer, Build Plate, Filament (1 Roll) and Accessory Box	N/A	N/A	N/A	
Printer - Pro Bundle	Build Volume (WxDxH) 256 x 256 x 256 mm ³ . Nozzle: 0.4 mm Hardened Steel Included. Max Hot End Temperature: 300 °C. Supported Filament: PLA, PETG, TPU, ABS, ASA, PVA, PET Ideal for PA, PC, Carbon/ Glass Fiber Reinforced Polymer. Includes 3-D Printer, Build Plate, Filament (3 Sample Rolls), Automatic Material System (AMS) and Accessory Box	N/A	N/A	N/A	
Average Discount Classification 9 Tier #1:			#DIV/0!		
are	Optional Management Software not included in original equipment purchase. Classifications 1-7 above.	Attachment E Konica Minolta Solutions	0.00%	0.00%	
Average Discount Classification 10 Tier #1:			0.00%		
are	Optional Management Software not included in original equipment purchase. Classifications 1-7 above.	Attachment E Konica Minolta Solutions	0.00%	0.00%	
Average Discount Classification 11 Tier #1:			0.00%		

			TURNKEY: DELIVERED TO CLIENT: MINIMUM DISCOUNT (%)		LEASE (SEE RFP DOCUMENT SECTION) REQUIREMENTS
NAME	DESCRIPTION	MANUFACTURERS/PRODUCTS BRANDS SUPPORTED BY YOUR FIRM AT THE PROPOSED DISCOUNTS (use additional sheets if needed and label each item with Classification, Item Number and Product Type)	TIER #1 \$1 - \$99,999 (MINIMUM DISCOUNT)	TIER #2 \$100,000 and above (MINIMUM DISCOUNT)	
ing Machine	100W CO2 Laser cutting power: Cuts up to 10 mm (3/8") thick acrylic/plexiglass. Four-way pass-through: Allows you to work pieces much larger than the bed size. Dual work beds: 20" x 28" work bed with both honeycomb and knife blade engraving platforms. Digital controller: control panel with a digital display allows complete control of the laser head, pausing and stopping projects, adjusting laser power and speed settings, file viewing, and project framing via Windows-compatible software. Lineal rail guiding system: equipped with X and Y stepper motors for power transmission between the guide rails. USB & Ethernet ports: 2 USB ports for flash drive connectivity and a USB-to-USB PC connection. Plus, the ethernet connection is compatible with PCs. Compatible with 3rd Party Software such as Light Burn. FDA Compliant. CE Certification. Safety ensurance: Air Assist; Built-in Ventilation; Water Flow Sensor; Automatic Shutdown.	N/A	N/A	N/A	
Average Discount Classification 12 Tier #1:			#DIV/0!		
	Large, height adjustable digitizer tablet: 48" x 36" Software compatibility: CAD including YinCAD, AutoCAD, Gerber, Lectra, etc. Working Method: Request of Prompt, Point, Stream or Run, Line, Track or Switch, Increment, Mouse, Delta, Grid, Halt.	N/A	N/A	N/A	
er	Pattern making plotter. Maximum plotting width is 86.6" to 105". Maximum paper width is 98.0". Two(2) to four (4) cartridge system with continuous paper feeding. Maximum paper weight is 100lbs . Compatible with Hewlett Packard and other ink-jet cartridges. Dedicated power. Optional USB 2.0 interface	N/A	N/A	N/A	
Average Discount Classification 13 Tier #1:			#DIV/0!		
quipment	Heavy duty extruded aluminum, low vibration column. 36" column height. Easy release lever for height adjustment. Maximum recommended load of 8lbs. Large 17 5/8" x 17 5/8" Non-reflective 18% gray baseboard. High 95 CRI LED Light. Professional grade for precision results	N/A	N/A	N/A	
Average Discount Classification 14 Tier #1:			#DIV/0!		
quipment	Stereolithography 3D Printer. Minimum Access Dimensions (W x D x H) 15.9 x 20.9 x 30.7 in. Printer Dimensions (W x D x H) 15.9 x 14.8 x 20.9 in. Internal Temperature Auto-heats to 95 °F. Operating Environment 64 – 82 °F. Power Requirements 100–240 VAC 2.5 A 50/60 Hz 220 W. Connectivity Wi-Fi (2.4, 5 GHz) Ethernet (1000 Mbit) USB 2.0.	N/A	N/A	N/A	
	Post-Processing Form Wash. Agitation Method: Magnetically coupled impeller. Included Accessories: Wash Bucket; Wash Basket; Hydrometer; Siphon Pump; Flexible Scraper; Scraper Tweezers; Flush Cutters. Compatible Solvents: IPA, TPM, Water.	N/A	N/A	N/A	

			TURNKEY: DELIVERED TO CLIENT: MINIMUM DISCOUNT (%)		LEASE (SEE RFP DOCUMENT SECTION) REQUIREMENTS
NAME	DESCRIPTION	MANUFACTURERS/PRODUCTS BRANDS SUPPORTED BY YOUR FIRM AT THE PROPOSED DISCOUNTS (use additional sheets if needed and label each item with Classification, Item Number and Product Type)	TIER #1 \$1 - \$99,999 (MINIMUM DISCOUNT)	TIER #2 \$100,000 and above (MINIMUM DISCOUNT)	
	Post-Processing Form Cure station. Light Source: 13 multi-directional LEDs. LED Power: 39 W.	N/A	N/A	N/A	
Average Discount Classification 15 Tier #1:			#DIV/0!		
Equipment Photo-Realistic Printer					
Printer	Photo-realistic 3D Printer. Number of Jets:1520. Number of Print Heads: 5. Part Cleaning: Integrated. Intuitive Control Panel. Net Build Volume (xyz): 10 x 15 x 8 in. Color Full: CMYK. Resolution 600 x 540 DPI.	N/A	N/A	N/A	
Average Discount Classification 16 Tier #1:			#DIV/0!		
Equipment Heat Press					
	Mug heat press. Accommodates 11, 15 oz. sublimation mugs with heating element with wrap-around capabilities and top-to-bottom coverage. Four (4) point pressure adjustment system. Steel frame construction. Dual display temperature and timer microprocessor gauge. Silicon padded shovel handle design. Automatic timer and alarm indicate the completion of the heat press cycle. Temperature stabilization system with precise temperature control.	N/A	N/A	N/A	
Average Discount Classification 17 Tier #1:			#DIV/0!		
	Vinyl cutter/plotter with digital control servo motor. There is no restriction on roll material. Cutting area is 22.9" W x 984" L. Includes, at a minimum, Cutter, Stand, Power cord, AC adapter, Blade, Blade holder, Roller base, USB cable, Alignment tool, Manuals.	N/A	N/A	N/A	
Average Discount Classification 18 Tier #1:			#DIV/0!		
Equipment Screen Printing Press					
Screen Printing Press	Manual Screen Printing Press designed & disassembled to fit through a 31" doorway. Heavy-duty tapered roller bearings. Machine-tooled and polished center shaft. Precise three-point pallet leveling system. Solid-aluminum, low-profile, rubber-coated pallets. Tool-free quick release pallet locks. Standard sizes are interchangeable with automatic screen printing presses. Hardened steel roller registration bearings. Lever-adjusted off-contact system operates vertically. Micro-registration with zero set point guides V-Guide locator system. Accommodate most frame types and manage screen sizes up to 23" wide. Enclosed spring system accommodates a wide variety of screen types, sizes, and weights	N/A	N/A	N/A	
Average Discount Classification 19 Tier #1:			#DIV/0!		

			TURNKEY: DELIVERED TO CLIENT: MINIMUM DISCOUNT (%)		LEASE (SEE RFP DOCUMENT SECTION) REQUIREMENTS
NAME	DESCRIPTION	MANUFACTURERS/PRODUCTS BRANDS SUPPORTED BY YOUR FIRM AT THE PROPOSED DISCOUNTS (use additional sheets if needed and label each item with Classification, Item Number and Product Type)	TIER #1 \$1 - \$99,999 (MINIMUM DISCOUNT)	TIER #2 \$100,000 and above (MINIMUM DISCOUNT)	
UV Exposure System	UV LED Screen Exposure System designed with gas shocks simplify blanket frame opening and closing. Oil-free pump is fast, quiet, and efficient. Specially designed vacuum system features high-speed drawdown. UL Listed: Built to specifications established by Underwriters Laboratories® (UL). Fully-enclosed, heavy-duty all steel cabinet. Light automatically turns off the screen exposure light source if the blanket frame is opened. Optically clear plate glass. Self-contained design aids production by allowing placement in light-safe screen-coating rooms. Ships fully assembled and ready to deploy. Computerized touchscreen controller allows the operator to set vacuum and exposure times. Exposure time can be set between 0.1 and 999.9 seconds. Allows operators to save and recall up to 24 vacuum & exposure profiles—and identify each with a unique name or description. Vacuum sensor automatically initiates the exposure process as soon as the operator-defined vacuum setting is reached. Reduces exposure time. Multiple banks of high-output UV LEDs excel on all emulsions: direct, capillary, and indirect. Over 2000 screen-exposure LEDs.	N/A	N/A	N/A	
Average Discount Classification 20 Tier #1: #DIV/0!					

VENDOR NAME:

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

**TURNKEY: DELIVERED TO CLIENT:
MINIMUM DISCOUNT (%)**

**LEASE
(SEE RFP DOCUMENT SECTION)
REQUIREMENTS**

NAME	DESCRIPTION	MANUFACTURERS/PRODUCTS BRANDS SUPPORTED BY YOUR FIRM AT THE PROPOSED DISCOUNTS (use additional sheets if needed and label each item with Classification, Item Number and Product Type)	TIER #1 \$1 - \$99,999 (MINIMUM DISCOUNT)	TIER #2 \$100,000 and above (MINIMUM DISCOUNT)	
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Supplies

Classification 1	All supplies and replacement parts for Classification 1 including but not limited to: staples, toner, rollers, sensors, replacement drawers and ancillary equipment required to maintaining functional equipment	Konica Minolta Bizhub 287, 300i,360i, 450i, 550i,650i, 750i, 850i, 950i	9.00%	9.00%	
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Average Discount Classification 1 Tier #1: 9.00%

Classification 2	All supplies and replacement parts for Classification 2 including but not limited to: staples, toner, rollers, sensors, replacement drawers and ancillary equipment required to maintaining functional equipment	Konica Minolta Bizhub C360i, C450i, C550i,650i, 750i	9.00%	9.00%	
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Average Discount Classification 2 Tier #1: 9.00%

Classification 3	All supplies and replacement parts for Classification 3 including but not limited to: staples, toner, rollers, sensors, replacement drawers and ancillary equipment required to maintaining functional equipment	Bizhub 4001i,C3351i	9.00%	9.00%	
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Average Discount Classification 3 Tier #1: 9.00%

Printer Supplies

Classification 4	All supplies and replacement parts for Classification 4 including but not limited to: staples, toner, rollers, sensors, replacement drawers and ancillary equipment required to maintaining functional equipment	HP Designjet Z6 Pro,HP Designjet T630,HP DesignJet Z6 Large Format	1.00%	1.00%	
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Average Discount Classification 4 Tier #1: 1.00%

Supplies

Classification 5	All supplies and replacement parts for Classification 5 including but not limited to: staples, toner, rollers, sensors, replacement drawers and ancillary equipment required to maintaining functional equipment	HP DesignJet XL 3800, HP PageWide XL 4200	2.00%	2.00%	
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Average Discount Classification 5 Tier #1: 2.00%

Supplies

Classification 6	All supplies and replacement parts for Classification 6 including but not limited to: staples, toner, rollers, sensors, replacement drawers and ancillary equipment required to maintaining functional equipment	Epson Expression 13000XL Archival Scanner, Epson PERFECTION V850-M PRO PHOTO	1.00%	1.00%	
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Average Discount Classification 6 Tier #1: 1.00%

Supplies

Classification 7	All supplies and replacement parts for Classification 7 including but not limited to: staples, toner, rollers, sensors, replacement drawers and ancillary equipment required to maintaining functional equipment	Epson WorkForce DS-70000 Color	1.00%	1.00%	
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Classification 8	All supplies and replacement parts for Classification 8 including but not limited to: staples, toner, rollers, sensors, replacement drawers and ancillary equipment required to maintaining functional equipment	Konica Minolta AccurioPress 7120, C4065,C12000	9.00%	9.00%	
Average Discount Classification 8 Tier #1:			9.00%		

Classification 9	All supplies and replacement parts for Classification 9 including but not limited to: staples, toner, rollers, sensors, replacement drawers and ancillary equipment required to maintaining functional equipment	N/A	N/A	N/A	
		Average Discount Classification 9 Tier #1:		#DIV/0!	
Items 1-7					
Software Classification 10	Additional Software available for purchase for management - may be third party (if any)	0%	0.00%	0.00%	
		Average Discount Classification 10 Tier #1:		0.00%	
Item 8					
Software Classification 11	Additional Software available for purchase for management - may be third party (if any)	0%	0.00%	0.00%	
		Average Discount Classification 11 Tier #1:		0.00%	
Classification 12	All supplies and replacement parts for Classification 12 Laser Machine	N/A	N/A	N/A	
		Average Discount Classification 12 Tier #1:		#DIV/0!	
Classification 13	All supplies and replacement parts for Classification 13 Fashion Equipment	N/A	N/A	N/A	
		Average Discount Classification 13 Tier #1:		#DIV/0!	
Equipment					
Classification 14	All supplies and replacement parts for Classification 14 Illustration/Production Equipment	N/A	N/A	N/A	
		Average Discount Classification 14 Tier #1:		#DIV/0!	
Equipment					
Classification 15	All supplies and replacement parts for Classification 15 Visual Communications Equipment	N/A	N/A	N/A	
		Average Discount Classification 15 Tier #1:		#DIV/0!	
Equipment Photo-Realistic Printer					
Classification 16	All supplies and replacement parts for Classification 16 Visual Communications Equipment Photo-Realistic Printer	N/A	N/A	N/A	
		Average Discount Classification 16 Tier #1:		#DIV/0!	
Equipment Heat Press					
Classification 17	All supplies and replacement parts for Classification 17 Visual Communications Equipment Heat Press	N/A	N/A	N/A	
		Average Discount Classification 17 Tier #1:		#DIV/0!	

Classification 18	All supplies and replacement parts for Classification 18 Sign Graphics Equipment	N/A	N/A	N/A	
Average Discount Classification 18 Tier #1:					#DIV/0!
ent					
Classification 19	All supplies and replacement parts for Classification 19 Screen Printing Equipment	N/A	N/A	N/A	
Average Discount Classification 19 Tier #1:					#DIV/0!
Classification 20	All supplies and replacement parts for Classification 20 Dark Room Equipment	N/A	N/A	N/A	
Average Discount Classification 20 Tier #1:					#DIV/0!

Attachment A

Provide Participating Agency with the ability to modify current standard product models within reason to accommodate project requirements without being cost or time prohibitive. Any Upgrade or Downgrade must be limited to 10%. If it is not a true Upgrade or Downgrade and just a modification to the existing equipment for which they will be charged, vendor has no issue.



KONICA MINOLTA

Attachment C.1, STANDARD MAINTENANCE TERMS AND CONDITIONS

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

Equipment Services

100. Service Coverage Hours: Standard services under this Agreement are provided during normal business hours 8am-5pm, Monday through Friday, exclusive of core National holidays observed by KMBS.

101. Extended Coverage Services: Extended coverage services outside of standard coverage hours may be available on a per-event charge or fixed monthly premium.

102. Equipment Services: Equipment services provided under this Agreement include labor and parts required to maintain covered Equipment in a normal operating condition as set forth in the equipment specifications detailed on <http://kmbs.konicaminolta.us>.

103. Preventative Maintenance: Preventive maintenance shall be performed as needed to ensure optimal operation of Equipment. This includes component replacement, adjustments and cleaning. End-user maintenance as defined in the Equipment's user guide is not covered.

104. Disclaimer: Repairs and/or services that fall outside the scope of this Agreement may be billed at the rates outlined in the Master Agreement, with prior authorization. This includes but is not limited to abuse/misuse, alteration or modification, 3rd party interference, use of non-standard supplies, usage beyond recommended operating parameters, theft, neglect, fire, water, casualty or other natural force. Failure to authorize repair and/or services may result in suspension or termination of this Agreement.

105. Site Environment: Customer shall be responsible to ensure that Equipment is placed in a location that meets manufacturer's requirements (available on the KMBS website) including space, power, network, temperature and humidity. Electrical power must meet voltage, amperage and electrical noise level requirements. KMBS personnel

will be granted reasonable and safe access to perform services when required.

106. Prerequisite to service: For Equipment not previously under a continuous maintenance agreement, KMBS may need to confirm the Equipment is in good working condition before the start of this Agreement. Remedial service may be required to bring the Equipment to proper operating standards and the labor and parts associated will be billed at the Master Agreement rates. A quote will be provided for Customer approval before work begins.

107. Relocation and Move Preparation: When requested, relocation services will be performed and billed at contract rates. Coverage at the new location is subject to service availability and acceptance by KMBS.

108. Initial Installation: Physical installation, removal of packing material and initial setup of Equipment will be performed by KMBS using default configuration settings at the location specified by Customer. Application of custom settings can be requested prior to installation. KMBS reserves the right to assess additional charges depending upon the extent of custom setup requirements.

109. Service Replacement: KMBS reserves the right to replace a device, at no additional cost to Customer, with a comparable unit when repair of the original device is not practical or economically feasible.

110. Color Calibration and Management: Routine and periodic color calibration and management of production color print profiles is not covered by this Agreement.

111. Additional Customer Requested Services: Customer may request services be performed that are outside the scope of this Agreement. Such services will not be covered under the Master Agreement, and shall be quoted and performed at agreed upon rates.

Supplies and Consumables

200. Consumable Supplies: If a supplies inclusive option is selected, KMBS will provide toner for covered Equipment on an as needed basis. Consumable supplies do not include staples (unless selected) or paper. Wide format equipment may have other coverage options and/or exclusions. The consumable supplies provided are the property of KMBS until they are consumed and are intended to be used exclusively in the covered Equipment. Customer bears the risk of loss of unused supplies in the event of theft, employee misconduct, fire or other mishap.

201. Expected Yield: Pricing under this Agreement is based on published and commercially reasonable expectations of supply and consumables consumption. At its discretion, KMBS may perform an audit of supply/consumables consumption and Equipment usage data to determine consumption levels. In the event the actual consumption levels exceed the levels used to determine contract pricing by more than 20%, KMBS shall have the right to invoice for the excess consumption.

202. Supply Source: Genuine Konica Minolta supplies will be used under this Agreement for Konica Minolta Equipment. For non- Konica Minolta products KMBS will provide fully compatible toner and print cartridges for use in covered Equipment.

203. Auto Supply Delivery: If services are provided as part of a managed services agreement, KMBS requires a designated Customer contact(s) to confirm supply shipments via email and maintain delivery address information via MyKMBS.com or other agreed methodology.

Software and Solutions

300. Licenses: KMBS hereby grants the Customer the non- exclusive, non-transferable right to install, and use the software, updates, upgrades and patches included in this Agreement, provided the Agreement is in effect.

301. License Reactivation: Customer is responsible to safeguard software license keys. KMBS may charge a reactivation fee in the event license keys need to be regenerated.

302. Site Environment: Customer shall be responsible to insure that software is installed in an environment that meets manufacturer's requirements including operation system level, disk space, power, network, temperature and humidity.

303. Data Backups and restoration: Customer is responsible to manage server data backups. KMBS recommends adherence to industry best practices for backup procedures. In the event of a catastrophic data loss, the Customer is expected to restore the environment and data to prior state.

304. Access: Customer shall provide KMBS personnel with access to the servers and/or Equipment where the software is installed. Customer shall arrange and ensure that one of its employees or designated agents are present at all times when KMBS is performing maintenance and support services.

305. Solutions warranty: KMBS makes no warranty regarding the fitness of software that may or may not have been executed in conjunction with this Agreement for any particular use. If any 3rd party software or services are included at the time of sale, those warranties would be covered under the 3rd party end user license agreement or the master agreement between the 3rd party and KMBS.

306. Solution Integration: Solution integration with print output devices covered under this or another agreement may be affected by existing Customer software, configuration changes or other network environment issues. KMBS reserves the right to assess additional charges to resolve complex integration issues, including situations where the solution was initially provided by KMBS.

307. Term: Coverage for both level 0 (Software maintenance) and level 1 (Helpdesk support) begin at time of installation of software at Customer's location. Level 1 support is only available when level 0 supports are in effect.

Software Maintenance (Level 0) and Helpdesk (Level 1)

400. Software Maintenance (Level 0): If this option is selected, the Customer is entitled support as defined in the 'Patches and Updates' sections.

401. Patches and Updates: Customer is eligible to receive periodic maintenance patches, hot-fixes and updates for licensed software covered under maintenance. Excluded are full version upgrades (i.e. v1.2 to v2.0) and the installation services required to install patches, hot-fixes and updates.

402. Access to patches and updates: Customer will be provided access to a website operated by KMBS or 3rd party supplier where patches and updates are accessible for download.

403. Start of service: Start of service rules may vary by OEM, software activation is expected within 30 days of purchase or install whichever comes first.

404. Current version: Customer is required to keep software and OS at the latest recommended version levels. Failure to perform recommended customer installed updates may result in suspension and/or termination of services under this Agreement.

405. Solutions Helpdesk Support (Level 1): If this option is selected, expert helpdesk support is available to the Customer to assist with covered software solutions including, PageScope Enterprise, Print Groove, Dispatcher Pro and select 3rd party solutions. Included are helpdesk services related to end-user support, baseline workflows, features and administrative functions involved in the operation of the software and workflows. Customer participation is required for remote and/or on-site support.

Professional Services, Solutions and Network

500. Initial Assessment: Customer agrees to provide or assist in gathering network configuration details needed by KMBS to perform contracted services.

501. Basic Network Services (BNS): BNS, where offered, covers common network integration in a MS Windows™ centric environment with typical network schema and print/scanning requirements. KMBS reserves the right to assess additional fees depending on the extent of the network integration requirements needed.

502. Technical Pilot: When required Customer agrees to participate in a technical pilot where software installation, configuration, use cases and integration requirements are determined. Customer also agrees to participate in testing of the system(s).

503. Solution Baseline: Solution baseline is defined as the operating level and configurations agreed to by Customer and KMBS upon completion of the technical pilot and testing.

504. Enhancements: Enhancements and professional services beyond the baseline capabilities of the solution are available at an additional charge, per the pricing in the Master Agreement.

505. Digital Connected Support: Unless this option has been declined, expert helpdesk support is available to the Customer to assist with issues

associated with device connectivity to network, printing from desktop applications, graphics application, scanning and support on many other digital machine functions. Configuration updates that are the result of changes to the Customer network environment are not included.

506. Customer Data: KMBS shall not be liable for any claims, damages and cost relating to loss of data or disclosure of data due to acts or omissions of Customer or its employees, end-user errors or release of administrator password.

507. Hard Drive Security: If 'bizhub SECURE' or a comparable option has been ordered, KMBS will provide advanced security services. These services include real-time, hard-drive encryption (level 2 encryption – comparable to Department of Defense standards and US Air Force standards) and document data security through disk over-write as well as user mailbox data deletion, HDD encryption, HDD lock and administrative password (according to Customer policy). KMBS Standard Maintenance Terms and Conditions - Schedule A

508. Professional Services Projects: When requested by the Customer, KMBS can provide professional services associated with the enhancement of the Customer's printing, network connectivity, end of life hard drive disposal, fleet management, user experience, production management, job tracking and document environment. Such projects will be quoted and upon approval, performed and billed at the Master Agreement rates.

509. Basic Production Services (BPS): Complex products are offered with comprehensive end-user training (BPS). The training is crucial to proper equipment operation and to ensure the Customer achieves satisfactory output. Service related to operator deficiency will be performed and billed at Master Agreement rates. Additional end user training when requested can be provided and will be billed at the Master Agreement rates.

Meter and related

600. Meter Readings: Customer agrees to provide KMBS with a timely meter reading prior to the end of the billing period to be used to generate maintenance invoices. Should the Customer fail to provide KMBS with timely meter reads KMBS reserves the right to estimate meter readings. Repetitive failure of Customer to provide timely and accurate meter readings may result in the

conversion of associated Equipment to flat monthly fee billing.

601. Definition of a Print: Each 8.5"x11" image generated by the covered Equipment is considered a 'print'. Larger paper sizes result in images that are a multiple of a single print based on length (17" =2 prints, 27" = 3 prints, 36" = 4 prints and over 36" =5 prints). For 'wide format' equipment, one square foot of output equals one print. Duplex images count as twice the rate of simplex prints.

602. Electronic Meter Collection: KMBS offers vCare and other network based machine data collection methods for Customer convenience, billing accuracy and to enhance service effectiveness. Unless specifically directed otherwise, KMBS will enable vCare or network monitoring on capable Equipment. Should Customer opt- out of utilizing vCare, KMBS reserves the right to assess an incremental invoicing fee not to exceed twenty-five dollars (\$25) per invoice

603. Feet Device Monitoring: If the Customer agrees to allow KMBS to install and maintain server based software to monitor the printing devices on the Customer network, and the monitoring software cannot reliably operate in the Customer's environment for any reason, KMBS reserves the right to suspend or terminate services under this Agreement.

Maintenance

700. Aggregate Meter Billing: Increases in the maintenance and base usage charges for contracts with aggregate meter billing will occur at the annual anniversary of the initial establishment of the usage pool.

701. Auto Add of Equipment: Where the use of 'Fleet Device Monitoring' as part of a managed print program has been agreed to, it will be used to detect new devices and add such devices to this

Agreement based on Master Agreement pricing. The added device(s) will be covered under the terms of this Agreement. The Customer will be notified via email and may reject the addition of the device(s) by contacting KMBS.

Payment and Termination

800. Terms of Payments: Payments are due 30 days from the invoice date. Customer shall be responsible to pay all applicable sales, use, personal property or other taxes when due. NO CASH PAYMENTS ACCEPTED. Accepted manners of payment are by major credit card, check made payable to KMBS, or ACH transfer.

801. Default: Should Customer violate any aspect of this Agreement including payment obligations, or in the event Customer is insolvent and/or declares bankruptcy, KMBS may suspend or terminate any or all portions of this Agreement and may enter the Customer's premises to recover property or equipment owned by KMBS.

802. Termination: During the term of this Agreement or any renewal thereof, the Customer or KMBS may provide the other party 30-day written notice of cancellation or intention not to renew with or without cause.

900. Entire Agreement: This, along with the terms and conditions outlined in the Master Agreement, is the entire agreement between Customer and KMBS on the subject matter hereof and supersedes any proposal or prior agreement, oral or written, or any other communications relating to maintenance services for KMBS equipment. This Agreement will not be effective until accepted by an authorized representative of KMBS. Notice of acceptance is hereby waived by Customer.

Introducing the **ONE** GUARANTEE That Puts the Customer First.



KONICA MINOLTA

CUSTOMER **ONE** GUARANTEE

We believe the best customer experience comes from not only how our products perform and how easy they are to use, but also from giving our customers the peace of mind to know that our MFPs (Multifunction Products) are backed by one of the best guarantees in the industry. So when your new Konica Minolta branded MFP arrives, you'll know you are getting the latest technology, superior service and support, and a guarantee **direct from the manufacturer.**

“It Works or It Walks”

We are so confident in the quality of our products that we guarantee your Konica Minolta branded MFP will (1) meet factory specifications and (2) be compatible with your network, or we'll replace it with an equivalent model:

- First two years: replacement will be a **brand new MFP**
- After two years: replacement may be new or refurbished
- **Plus**, Konica Minolta will also provide a \$1,000 rebate towards your next Konica Minolta branded MFP leased through Konica Minolta Premier Finance (KMPF) as a way to say “we're sorry for the inconvenience.”

We've Got You Covered

The best customer experience is one that avoids problems altogether, which is why we've established remote monitoring and a rapid response process in conjunction with your local sales representative.

- Our Solutions & Support team will proactively monitor our installed MFP's performance, looking to identify potential issues before they become problems for our customers.
- Should a problem arise, our technical support, local service manager and advanced diagnostics team members are all empowered to authorize a replacement, allowing for a fast and easy resolution.

To learn more about the Konica Minolta **Customer One Guarantee**, contact your local sales representative.



Terms & Conditions

- Equipment must be under continuous maintenance coverage from the date of installation.
 - *Genuine Konica Minolta parts and consumables must be used and maintenance procedures must be performed according to published schedules.*
 - *Improper use, electrical power, customer abuse and/or negligence and acts of God are not covered under this program.*
- Equipment Replacement Guarantee
 - *If Konica Minolta or its authorized dealer is unable to service a Konica Minolta product in the customer's office, a loaner will be provided at no charge while in-shop repairs are performed.*
 - *If within the first two years after installation the equipment cannot be repaired to meet factory specifications, we will replace it with a brand new equivalent model.*
 - *After the first two years, if the equipment cannot be brought to original specification, we will replace it with an equivalent model that may be new or refurbished.*
 - *If the equipment is replaced, the customer will receive a \$1,000 rebate* towards the lease of a new Konica Minolta branded MFP, provided the new equipment is leased through KMPF.*
- Published Specifications include those listed on official Konica Minolta product literature for that model.
- Except as provided herein, Konica Minolta makes no other warranties whatsoever, expressed or implied, with regard to the products purchased, leased or rented by customer, the service, the software included with the product or its installation and maintenance and expressly excludes all other warranties including the implied warranties of merchantability and fitness for a particular purpose.
- Customer's exclusive remedy shall be replacement or repair of the product or non-conforming parts at the option of Konica Minolta as provided in this Customer One Guarantee. Neither Konica Minolta or its dealer shall be liable for any damages, including but not limited to damages due to loss of data or information of any kind, loss of or damages to revenue, profits or goodwill, damages due to any interruption of business, damage to customer's computers or networks, even if advised of the possibility of such damages. Customer expressly waives its rights to special, consequential, exemplary, incidental or punitive damages or monetary damages of any kind.
- Products purchased or installed over 5-years from Konica Minolta invoice date are not eligible for Customer One claims.
- Konica Minolta reserves the right to accept or deny Customer One claims based on product life attained and / or total copies on product(s).
- Customer One Guarantee only applies to the lease or purchase of **new** Konica Minolta branded equipment.
- Customer One Guarantee excludes desktop printers which has a standard warranty.

Network Environment

- The guarantee specifies that the network environment, including PC's and other access devices, remains the same as it was when the MFP was installed. Konica Minolta cannot guarantee the functionality of the MFP after customer network upgrades, software version & peripheral changes or the addition of non-approved 3rd party software. In this case, Konica Minolta will make every effort to work with you to ensure your MFP can function in the new environment up to and including requesting and implementing approved specification changes to the Konica Minolta firmware in order to function after the changes are completed.

*Rebate must be used within 36 months from date of equipment replacement.

KONICA MINOLTA



EXHIBIT G

(Master Services Agreement)

SUPPLIER COMMITMENT & PROGRAM PROMOTION

Supplier Commitment. FoundationCCC asks each Supplier to make four basic commitments to ensure the overall success of the program.

1. **Corporate Commitment** - A commitment that FoundationCCC has the support of senior management, and that FoundationCCC contract is the Supplier's primary offering to Participating Agencies, specifically to the California Community Colleges. The Supplier shall make its existing public and private agency clients aware of its FoundationCCC contract, and upon the public and private agency's request, such agency will be transitioned to the Supplier's FoundationCCC contract.
2. **Sales Commitment** - A commitment that the Supplier will market FoundationCCC contract and that the sales force will be trained, engaged and committed to offering FoundationCCC agreement to Participating Agencies nationwide, with a further commitment that all FoundationCCC sales be accurately and timely reported.
3. **Service Commitment** - A commitment that the Supplier will provide at minimum the level of service defined in the agreement to any and all Participating Agencies purchasing through FoundationCCC's contract.
4. **Communication and Information Commitment** - Establish the following communication links to facilitate customer access and communication:
 - a) An email address for general inquiries
 - b) Provide the following for FoundationCCC website use:
 - i) Standard logos
 - ii) Summary of products and pricing
 - iii) Information web-link to Supplier's website
 - iv) Overall information about Supplier
 - v) Other promotional material as desired

Supplier Program Promotion. FoundationCCC recognizes that each Supplier has a successful business and may choose to meet its commitments to FoundationCCC purchasing programs in a variety of ways that best suit the supplier's business model, organization and market approach. The following are Program Standards intended to assist the supplier in successfully implementing FoundationCCC's contract.

1. **Account Management Team** – The Supplier shall provide an Account manager with the authority and responsibility for the overall success of FoundationCCC contract within the Supplier's organization. The Supplier shall also designate a Lead Referral Contact Person, responsible for receiving communications from FoundationCCC concerning new public agency registrations, and for ensuring timely follow up by the Supplier's staff to requests for contact from public school districts. Additionally, FoundationCCC suggests the Supplier implement and support a Supplier-based internet web page dedicated to the Supplier's FoundationCCC program and linked to the CollegeBuys, SchoolBuys, or CivicBuys website.
2. **Quarterly Review** – Upon request, FoundationCCC will schedule a quarterly review with the Supplier to evaluate the Supplier's performance of Supplier Commitments and Program Standards outlined herein.

3. **FoundationCCC Purchasing Program Awareness** – FoundationCCC is responsible for marketing the overall FoundationCCC purchasing program concept and programs to Participating Agencies. FoundationCCC marketing is intended to supplement and enhance the direct sales effort of the Supplier. The Supplier assists by providing promotional material such as logos and by participating in related trade shows and conferences. FoundationCCC employs a marketing team, a network of partner associations, direct mail and email, web presence and social media platforms, as well as newsletters, webinars, case studies, and other publications to increase purchasing program awareness.
4. **Supplier Sales** - Supplier is responsible for proactive direct sales of Supplier’s goods and services to Participating Agencies and the timely follow up to leads established by FoundationCCC. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All sales materials are to use the CollegeBuys, SchoolBuys, and/or CivicBuys logo, as applicable. FoundationCCC will provide each Supplier with its logo and the standards to be employed in the use of the logo. At a minimum, the Supplier 's sales initiatives should communicate:
 - a. No cost to participate
 - b. Non-exclusive contracts
5. **Sales Force Training** - Supplier is responsible for the training of its sales force on FoundationCCC contract. FoundationCCC may provide training materials and generally assist with the education of sales personnel. At a minimum, sales training should include:
 - a. Key features of FoundationCCC contract
 - b. Understanding of the process of development of the Agreement
 - c. Working knowledge of FoundationCCC Organization and Solicitation Process
 - d. Awareness of the range of Participating Agencies that can access FoundationCCC
6. **Promotion.**
 - a. Supplier Commitments. Supplier has reviewed, understands and agrees to the Supplier Commitments and Program Promotion attached hereto and incorporated herein.
 - b. Availability of Master Services Agreement. Upon request, Supplier shall make available to interested Participating Agencies a copy of the Master Services Agreement as may be necessary for such agencies to evaluate potential purchases.

EXHIBIT H
(Master Services Agreement)

SAMPLE FORM OF SUPPLIER QUARTERLY REPORTING TO FOUNDATIONCCC

Foundation for California Community Colleges Reporting								
COMPANY NAME:								
Market Segment	District/Institution Name	Purchasing Agency / College Name	Purchaser Email Address	Date of Payment Received	Invoice Number	Payment Received Amount	FCCC Rebate	Realized Cost Savings
CCC (CollegeBuys)								
CSU (CollegeBuys)								
UC (CollegeBuys)								
AICCU (CollegeBuys)								
K-12 (SchoolBuys)								
Public Agency (CivicBuys)								

NOTE: Reports to be submitted in Microsoft Excel

*Excluding taxes, additional services and transportation

EXHIBIT I

(Master Services Agreement)

COOPERATIVE UTILIZATION

This Master Services Agreement is available to any and all public agencies, nonprofit organizations directly supporting the California Community College system, public and private school districts, as well as public and private colleges or universities (referred to individually as “Participating Agency” or collectively as “Participating Agencies”), specifically including California Community Colleges, which are supported, in part, by the FoundationCCC.

A list of all California Community Colleges, California State Universities, and AICCU Member Institutions is provided below for reference. K-12 districts may also procure under this Agreement pursuant to Public Contract Code Section 20118. The below list does not preclude any Participating Agency that is not listed from purchasing under this Agreement.

List of California Community Colleges

District	College	College Address	City	Zip
Allan Hancock Joint CCD	Allan Hancock College	800 S. College Dr.	Santa Maria	93454
Antelope Valley CCD	Antelope Valley College	3041 West Ave K.	Lancaster	93536
Barstow CCD	Barstow College	2700 Barstow Rd	Barstow	92311
Butte-Glenn CCD	Butte College	3536 Butte Campus Dr.	Oroville	95965
Cabrillo CCD	Cabrillo College	6500 Soquel Dr.	Aptos	95003
Cerritos CCD	Cerritos College	11110 Alondra Boulevard	Norwalk	90650
Chabot-Las Positas CCD	Chabot College	25555 Hesperian Blvd.	Hayward	94545
Chabot-Las Positas CCD	Las Positas College	3033 Collier Canyon Rd.	Livermore	94551
Chaffey CCD	Chaffey College	5885 Haven Ave.	Rancho Cucamonga	91737
Citrus CCD	Citrus College	1000 West Foothill Blvd.	Glendora	91741
Coast CCD	Coastline Community College	11460 Warner Avenue	Fountain Valley	92708
Coast CCD	Golden West College	15744 Goldenwest St.	Huntington Beach	92647
Coast CCD	Orange Coast College	2701 Fairview Rd, PO Box 5005	Costa Mesa	92628
Compton CCD	Compton College	1111 Artesia Blvd.	Compton	90221
Contra Costa CCD	Contra Costa College	2600 Mission Bell Dr.	San Pablo	94806
Contra Costa CCD	Diablo Valley College	321 Golf Club Rd.	Pleasant Hill	94523
Contra Costa CCD	Los Medanos College	2700 E. Leland Rd.	Pittsburg	94565
Copper Mountain CCD	Copper Mountain College	6162 Rotary Way (PO Box 1398)	Joshua Tree	92252
Desert CCD	College of the Desert	43500 Monterey Ave	Palm Desert	92260
El Camino CCD	El Camino College	16007 Crenshaw Blvd.	Torrance	90506
Feather River CCD	Feather River College	570 Golden Eagle Ave	Quincy	95971
Foothill-De Anza CCD	De Anza College	21250 Stevens Creek Blvd.	Cupertino	95014
Foothill-De Anza CCD	Foothill College	12345 El Monte Rd	Los Altos Hills	94022
Gavilan CCD	Gavilan College	5055 Santa Teresa Blvd.	Gilroy	95020
Glendale CCD	Glendale College	1500 N Verdugo Rd.	Glendale	91208
Grossmont-Cuyamaca CCD	Cuyamaca College	900 Rancho San Diego Pkwy.	El Cajon	92019

District	College	College Address	City	Zip
Grossmont-Cuyamaca CCD	Grossmont College	8800 Grossmont College Dr.	El Cajon	92020
Hartnell Joint CCD	Hartnell College	156 Homestead Ave.	Salinas	93901
Imperial Valley CCD	Imperial Valley College	380 E. Aten	Imperial	92251
Kern CCD	Bakersfield College	1801 Panorama Dr.	Bakersfield	93305
Kern CCD	Cerro Coso Community College	3000 College Heights Blvd	Ridgecrest	93555
Kern CCD	Porterville College	100 E College Ave.	Porterville	93257
Lake Tahoe CCD	Lake Tahoe Community College	1 College Dr.	So. Lake Tahoe	96150
Lassen CCD	Lassen College	P.O. Box 3000	Susanville	96130
Long Beach CCD	Long Beach City College - Liberal Arts	1305 E Pacific Coast Hwy	Long Beach	90806
Los Angeles CCD	East Los Angeles College	1301 Avenida Cesar Chavez	Monterey Park	91754
Los Angeles CCD	Los Angeles City College	855 N Vermont Ave.	Los Angeles	90029
Los Angeles CCD	Los Angeles Harbor College	1111 Figueroa Pl.	Wilmington	90744
Los Angeles CCD	Los Angeles Mission College	13356 Eldridge Ave	Sylmar	91342
Los Angeles CCD	Los Angeles Pierce College	6201 Winnetka Ave., PMB 103	Woodland Hills	91371
Los Angeles CCD	Los Angeles Southwest College	1600 Imperial Hwy.	Los Angeles	90047
Los Angeles CCD	Los Angeles Trade-Tech College	400 W. Washington Blvd.	Los Angeles	90015
Los Angeles CCD	Los Angeles Valley College	5800 Fulton Ave.	Valley Glen	91401
Los Angeles CCD	West Los Angeles College	9000 Overland Ave.	Culver City	90230
Los Rios CCD	American River College	4700 College Oaks Dr.	Sacramento	95841
Los Rios CCD	Cosumnes River College	8401 Center Pkwy.	Sacramento	95823
Los Rios CCD	Folsom Lake College	100 Clarksville Road	Folsom	95630
Los Rios CCD	Sacramento City College	3835 Freeport Blvd.	Sacramento	95822
Marin CCD	College of Marin	835 College Ave.	Kentfield	94904
Mendocino-Lake CCD	Mendocino College	1000 Hensley Creek Rd.	Ukiah	95482
Merced CCD	Merced College	3600 M Street	Merced	95348
MiraCosta CCD	MiraCosta College	One Bernard Dr.	Oceanside	92056

District	College	College Address	City	Zip
Monterey Peninsula CCD	Monterey Peninsula College	980 Fremont St.	Monterey	93940
Mt. San Jacinto CCD	Mt. San Jacinto College	1499 N State St.	San Jacinto	92583
Mt. San Antonio CCD	Mt. San Antonio College	1100 N Grand Ave.	Walnut	91789
Napa Valley CCD	Napa Valley College	2277 Napa-Vallejo Hwy.	Napa	94558
North Orange County CCD	Cypress College	9200 Valley View Street	Cypress	90630
North Orange County CCD	Fullerton College	321 E. Chapman Ave.	Fullerton	92832
Ohlone CCD	Ohlone College	43600 Mission Blvd.	Fremont	94539
Online CCD	Calbright College	1070 Innovation Way	Sunnyvale	94089
Palo Verde CCD	Palo Verde College	One College Dr.	Blythe	92225
Palomar CCD	Palomar College	1140 West Mission Rd	San Marcos	92069
Pasadena Area CCD	Pasadena City College	1570 E. Colorado Blvd.	Pasadena	91106
Peralta CCD	Berkeley City College	2050 Center Street	Berkeley	94707
Peralta CCD	College of Alameda	555 Atlantic Avenue	Alameda	94501
Peralta CCD	Laney College	900 Fallon Street	Oakland	94607
Peralta CCD	Merritt College	12500 Campus Dr.	Oakland	94619
Rancho Santiago CCD	Santa Ana College	1530 w. 17TH St.	Santa Ana	92706
Rancho Santiago CCD	Santiago Canyon College	8045 E. Chapman Ave.	Orange	92869
Redwoods CCD	College of the Redwoods	7351 Tompkins Hill Rd.	Eureka	95501
Rio Hondo CCD	Rio Hondo College	3600 Workman Mill Rd.	Whittier	90601
Riverside CCD	Moreno Valley College	16130 Lasselle St.	Moreno Valley	92551
Riverside CCD	Norco College	2001 Third St.	Norco	92860
Riverside CCD	Riverside City College	4800 Magnolia Ave.	Riverside	92506
San Bernardino CCD	Crafton Hills College	11711 Sand Canyon Road	Yucaipa	92399
San Bernardino CCD	San Bernardino Valley College	701 S. Mt Vernon Ave.	San Bernardino	92410
San Diego CCD	San Diego City College	1313 Park Blvd.	San Diego	92101
San Diego CCD	San Diego Mesa College	7250 Mesa College Dr.	San Diego	92111
San Diego CCD	San Diego Miramar College	10440 Black Mountain Rd	San Diego	92126

District	College	College Address	City	Zip
San Francisco CCD	City College of San Francisco	50 Phelan Ave	San Francisco	94112
San Joaquin Delta CCD	San Joaquin Delta College	5151 Pacific Ave.	Stockton	95207
San Jose-Evergreen CCD	Evergreen Valley College	3095 Yuerba Buena Rd.	San Jose	95135
San Jose-Evergreen CCD	San Jose City College	2100 Moorpark Ave	San Jose	95128
San Luis Obispo County CCD	Cuesta College	P.O. Box 8106	San Luis Obispo	93403
San Mateo County CCD	Cañada College	4200 Farm Hill Boulevard	Redwood City	94061
San Mateo County CCD	College of San Mateo	1700 West Hillsdale Blvd.	San Mateo	94402
San Mateo County CCD	Skyline College	3300 College Dr.	San Bruno	94066
Santa Barbara CCD	Santa Barbara City College	721 Cliff Dr.	Santa Barbara	93109
Santa Clarita CCD	College of the Canyons	26455 Rockwell Canyon Rd.	Santa Clarita	91355
Santa Monica CCD	Santa Monica College	1900 Pico Blvd	Santa Monica	90405
Sequoias CCD	College of the Sequoias	915 S. Mooney Blvd.	Visalia	93277
Shasta-Tehama-Trinity Joint CCD	Shasta College	P.O. Box 496006	Redding	96049
Sierra Joint CCD	Sierra College	5100 Sierra College Blvd.	Rocklin	95677
Siskiyou Joint CCD	College of the Siskiyous	800 College Ave.	Weed	96094
Solano CCD	Solano Community College	4000 Suisun Valley Rd.	Fairfield	94534
Sonoma County JCD	Santa Rosa Junior College	1501 Mendocino Ave.	Santa Rosa	95401
South Orange County CCD	Irvine Valley College	5500 Irvine Center Dr.	Irvine	92720
South Orange County CCD	Saddleback College	28000 Marguerite Parkway	Mission Viejo	92692
Southwestern CCD	Southwestern College	900 Otay Lakes Rd.	Chula Vista	91910
State Center CCD	Clovis College	10309 N. Willow Avenue	Fresno	93730
State Center CCD	Fresno City College	1101 E University Ave.	Fresno	93741
State Center CCD	Madera College	30277 Avenue 12	Madera	93638
State Center CCD	Reedley College	995 North Reed Ave.	Reedley	93654
Ventura County CCD	Moorpark College	7075 Campus Rd	Moorpark	93201
Ventura County CCD	Oxnard College	4000 S Rosa Ave.	Oxnard	93033
Ventura County CCD	Ventura College	4667 Telegraph Rd.	Ventura	93003

District	College	College Address	City	Zip
Victor Valley CCD	Victor Valley College	18422 Bear Valley Rd.	Victorville	92392
West Hills CCD	Coalinga College	300 Cherry Lane	Coalinga	93210
West Hills CCD	Lemoore College	555 College Ave.	Lemoore	93245
West Kern CCD	Taft College	29 Emmons Park Dr.	Taft	93268
West Valley-Mission CCD	Mission College	3000 Mission College Blvd	Santa Clara	95054
West Valley-Mission CCD	West Valley College	14000 Fruitvale Ave.	Saratoga	95070
Yosemite CCD	Columbia College	11600 Columbia College Dr.	Sonora	95370
Yosemite CCD	Modesto Junior College	435 College Ave.	Modesto	95350
Yuba CCD	Woodland Community College	2300 E. Gibson Rd.	Woodland	95776
Yuba CCD	Yuba College	2088 N. Beale Rd.	Marysville	95901

List of California State Universities

Institution	Address	City	Zip
California State University, Bakersfield	9001 Stockdale Highway	Bakersfield	93311
California State University, Channel Islands	1 University Drive	Camarillo	93012
California State University, Chico	400 West First Street	Chico	95929
California State University, Dominguez Hills	1000 E. Victoria Street	Carson	90747
California State University, East Bay	25800 Carlos Bee Boulevard	Hayward	94543
California State University, Fresno	5421 N. Maple Avenue	Fresno	93740
California State University, Fullerton	800 N. State College Boulevard	Fullerton	92831
Humboldt State University	1 Harpst Street	Arcata	95521
California State University, Long Beach	1250 Bellflower Boulevard	Long Beach	90840
California State University, Los Angeles	5151 State University Drive	Los Angeles	90032
California State University Maritime Academy	200 Maritime Academy Drive	Vallejo	94590
California State University, Monterey Bay	5108 Fourth Avenue	Marina	93933
California State University, Northridge	18111 Nordhoff Street	Northridge	91330
California State Polytechnic University, Pomona	3801 West Temple Avenue	Pomona	91768
California State University, Sacramento	6000 J Street	Sacramento	95819
California State University, San Bernardino	5500 University Parkway	San Bernardino	92407
San Diego State University	5500 Campanile Drive	San Diego	92182
San Francisco State University	1600 Holloway Avenue	San Francisco	94132
San Jose State University	One Washington Square	San Jose	95192
California State Polytechnic University, San Luis Obispo	1 Grand Avenue	San Luis Obispo	93407
California State University, San Marcos	333 South Twin Oaks Valley Road	San Marcos	92096
Sonoma State University	1801 East Cotati Avenue	Rohnert Park	94928
California State University, Stanislaus	One University Circle	Turlock	95382

List of AICCU Member Institutions

Institution	Address	City	Zip
Alder Graduate School of Education	2946 Broadway	Redwood City	94062
American Film Institute Conservatory	2021 N Western Ave	Los Angeles	90027-1625
American Jewish University	15600 Mulholland Drive	Los Angeles	90077-1599
Antioch University Los Angeles	400 Corporate Pointe	Culver City	90230-7615
ArtCenter	1700 Lida Street	Pasadena	91103-1999
Azusa Pacific University	901 E Alostia	Azusa	91702-7000
Berkeley School of Theology	2606 Dwight Way	Berkeley	94704-3029
Biola University	13800 Biola Avenue	La Mirada	90639-0001
California Baptist University	8432 Magnolia Avenue	Riverside	92504-3297
California College of the Arts	1111 Eighth Street	San Francisco	94107-2247
California Indian Nations College	75080 Frank Sinatra Drive, Ste. 221	Palm Desert	92211
California Institute for Human Science	701 Garden View Court	Encinitas	92024
California Institute of Integral Studies	1453 Mission Street	San Francisco	94107-2247
California Institute of Technology	1200 E. California Blvd.	Pasadena	91125
California Institute of the Arts	24700 McBean Parkway	Valencia	91355-2397
California Lutheran University	60 W. Olsen Road	Thousand Oaks	91360-2787
Chapman University	One University Drive	Orange	92866-1005
Charles R. Drew University	1731 East 120th Street	Los Angeles	90059-3051
Claremont Graduate University	150 E. 10th Street	Claremont	91711-5909
Claremont Lincoln University	150 West First Street	Claremont	91711-4744
Claremont McKenna College	888 Columbia Avenue	Claremont	91711
Concordia University Irvine	1530 Concordia West	Irvine	92612-3299
Dominican University of California	50 Acacia Avenue	San Raphael	94901-2298
Fielding Graduate University	2020 De la Vina Street	Santa Barbara	93105-3814
Fresno Pacific University	1717 S. Chestnut Ave. East Hall	Fresno	93702-4798
Golden Gate University	536 Mission Street	San Francisco	94105-2921
Graduate Theological Union	2400 Ridge Road	Berkeley	94709
Harvey Mudd College	301 Platt Boulevard	Claremont	91711-5901
Hope International University	2500 E Nutwood Ave	Fullerton	92831-3199
Humphreys University	6650 Inglewood Avenue	Stockton	95207-3896
John Paul the Great Catholic University	155 W. Grant Ave	Escondido	92025
Keck Graduate Institute	535 Watson Drive	Claremont	91711-4817
La Sierra University	4500 Riverwalk Parkway	Riverside	92505

Institution	Address	City	Zip
Laguna College of Art + Design	2222 Laguna Canyon Road	Laguna Beach	92651-1136
Life Pacific University	1100 West Covina Boulevard	San Dimas	91733
Loma Linda University	11139 Anderson St.	Loma Linda	92350
Los Angeles Pacific University	300 N. Lone Hill Ave., # 200	San Dimas	91733
Loyola Marymount University	1 LMU Drive	Los Angeles	90045-2659
Menlo College	1000 El Camino Real	Atherton	94027-4300
Mills College at Northeastern University	5000 MacArthur Blvd.	Oakland	94613-1301
Minerva University	14 Mint Plaza	San Francisco	94103
Mount Saint Mary's University	12001 Chalon Road	Los Angeles	90049-1526
National University	9388 Lightwave Ave	San Diego	92123
Notre Dame de Namur University	1500 Ralston Avenue,	Belmont	94002-1908
Occidental College	1600 Campus Road	Los Angeles	90041-3314
Otis College of Art and Design	9045 Lincoln Boulevard	Los Angeles	90045-3505
Pacific Oaks College	55 West Eureka Street	Pasadena	91103
Pacific Union College	One Angwin Avenue	Angwin	94508-9713
Palo Alto University	1791 Arastradero Road	Palo Alto	94304-1337
Pepperdine University	24255 Pacific Coast Hwy.	Malibu	90263-1000
Pitzer College	1050 N. Mills Avenue	Claremont	91711-3908
Point Loma Nazarene University	3900 Lomaland Drive	San Diego	92106-2810
Pomona College	333 N. College Way	Claremont	91711-4434
Providence Christian College	1539 E. Howard Street	Pasadena	91104
Reach University	1221 Preservation Park Way #100	Oakland	94612
Saint Mary's College of California	1928 Saint Mary's Road	Moraga	94556
Samuel Merritt University	3100 Telegraph Ave.	Oakland	94609-3108
San Diego Christian College	9400 Campo Rd	Spring Valley	91977
San Francisco Bay University	161 Mission Falls Lane	Fremont	94539
San Francisco Conservatory of Music	50 Oak Street	San Francisco	94102-6011
Santa Clara University	500 El Camino Real	Santa Clara	95050-4345
Saybrook University	55 Eureka St	Pasadena	91103
Scripps College	1030 N. Columbia	Claremont	91711-3948
Simpson University	2211 College View Drive	Redding	96003-8606
Soka University of America	1 University Drive	Aliso Viejo	92656-8081
Southern CA Institute of Architecture	960 E. 3rd Street	Los Angeles	90013-1822
Southern CA University of Health Sciences	16200 Amber Valley Dr.	Whittier	90604-4051

Institution	Address	City	Zip
Stanford University	450 Serra Mall	Stanford	94305-2008
The Chicago School of Professional Psychology	707 Wilshire Boulevard, 7th Floor	Los Angeles	90017
The Claremont Colleges Services	101 South Mills Ave.,	Claremont	91711
The Master's University	21726 Placerita Canyon Road	Santa Clarita	91321-1235
The Colleges of Law	20 E Victoria Street	Santa Barbara	93101
Thomas Aquinas College	10000 Ojai Road	Santa Paula	93060-9621
Touro University California	1310 Club Drive	Vallejo	94592
Touro University Worldwide	10609 Calle Lee, STE. 179	Los Alamitos	90720
University of La Verne	1950 3rd Street	La Verne	91750-4401
University of Massachusetts Global	16355 Laguna Canyon Road	Irvine	92618
University of Redlands	1200 East Colton Avenue	Redlands	92374-3755
University of Saint Katherine	277 Rancheros Drive	San Marcos	92069
University of San Diego	5998 Alcalá Park	San Diego	92110-2492
University of San Francisco	2130 Fulton Street	San Francisco	94117-1080
University of Southern California	University Park	Los Angeles	90089-0001
University of the Pacific	3601 Pacific Avenue	Stockton	95211-0197
University of the West	1409 Walnut Grove Avenue	Rosemead	91770
Vanguard University of Southern CA	55 Fair Drive	Costa Mesa	92626-6520
Western University of Health Sciences	309 East Second Street, College Plaza	Pomona	91766-1854
Westmont College	955 La Paz Road	Santa Barbara	93108-1023
Whittier College	13406 East Philadelphia	Whittier	90608-4446

*Please reference www.aiccu.edu/page/ourcolleges for an updated list of AICCU member institutions.

List of K-12 Schools

*Please refer to the California Department of Education's "[California School Directory](#)" for a comprehensive list of K-12 schools.

EXHIBIT J
(Master Services Agreement)

CONTRACT AND RFP AMENDMENTS/MODIFICATIONS

The parties have agreed to the following modifications based on amended language from RFP 24-001.

In the event of any conflict between the below terms and any Exhibit, the below terms shall apply:

RFP 24-001 – Section III, Item D

Transactions between Supplier and Participating Agency

The purchase of products and/or supplies is a transaction solely between the Participating Agency and the supplier. It is understood and agreed that if any litigation arises between Supplier and any third-party user of the Supplier provided products and/or supplies, Supplier, as a party to any such litigation, shall not make FoundationCCC a party to any litigation unless required by applicable law or government or court order. A violation of this provision shall be deemed a material breach of this agreement warranting termination by FoundationCCC, and Supplier agrees to indemnify FoundationCCC against and hold it harmless from all costs associated with such litigation, including reasonable attorney's fees.

RFP 24-001 – Section III, Item M

Compliance with Specifications

Supplier will warrant that all goods, services, or work supplied under this Agreement shall conform to the specifications, drawings, samples, or other descriptions contained or referenced herein and shall be merchantable, of good quality and workmanship and free from defects. The Supplier also warrants that all goods covered by this Agreement which are the product of the supplier or are in accordance with its specifications.

RFP 24-001 – Section III, Item P

Warranty of Products

Vendor WARRANTS THAT THE SERVICES WILL BE PERFORMED IN A PROFESSIONAL MANNER IN ACCORDANCE WITH GENERALLY APPLICABLE INDUSTRY STANDARDS. VENDOR MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INTERFERENCE, NON-INFRINGEMENT OR THE LIKE. VENDOR'S SOLE LIABILITY (AND CLIENT'S EXCLUSIVE REMEDY) FOR ANY WARRANTY CLAIM SHALL BE FOR VENDOR TO REPAIR OR REPLACE A DEFECTIVE DEVICE OR RE-PERFORM ANY DEFICIENT SERVICES, OR, IF VENDOR IS UNABLE TO REMEDY SUCH DEFECT OR DEFICIENCY WITHIN THIRTY (30) DAYS, TO VOID THE INVOICE FOR THE DEFECTIVE DEVICE OR DEFICIENT SERVICES. VENDOR SHALL HAVE NO OBLIGATION WITH RESPECT TO A WARRANTY CLAIM (I) IF NOTIFIED OF SUCH CLAIM MORE THAN THIRTY (30) DAYS AFTER DELIVERY OF THE DEFECTIVE DEVICE OR PERFORMANCE OF THE DEFICIENT SERVICES OR (II) IF THE CLAIM IS THE RESULT OF THE USE OF ANY THIRD-PARTY DEVICE OR SOFTWARE, OR THE ACTIONS OF CLIENT OR

A THIRD PARTY. CLIENT HAS SELECTED ALL DEVICES AND SERVICES BASED ON ITS OWN JUDGMENT AND DISCLAIMS ANY RELIANCE ON ANY STATEMENTS OR REPRESENTATIONS MADE BY VENDOR. VENDOR IS PROVIDING THE DEVICES TO CLIENT “AS-IS”.

RFP 24-001 – Section III, Item Q

Minimum Service and Response Standards

The minimum quality of service standards set forth above recognize that occasional errors are likely, however, the Respondent further agrees to use best efforts to achieve 100% quality of service level. Should, however, the quality levels fall below the minimum standards, and the supplier(s) does not take corrective action within thirty (30) days following FoundationCCC (or Participating Agency) notification, FoundationCCC reserves the right to terminate the agreement.

RFP 24-001 – Section III, Item X

Returned Goods/Restocking

FoundationCCC recognizes that occasional errors will occur in order placement, delivery, etc. by both itself and the supplier(s). For this reason, restocking charges are not authorized and supplier(s) must accept returns for full credit regardless of reason for return.

Purchasing entity has five (5) business days upon receipt and acceptance of the product(s) delivered by Contractor pursuant to this Agreement to verify that the product(s) conform to the requirements of this Agreement and perform according to Konica Minolta system design specifications (“Inspection Period”). Purchasing entity will be deemed to have accepted the product(s) unless it notifies Konica Minolta in writing of any nonconforming product(s) during the Inspection Period and furnishes such written evidence or other documentation as required by Konica Minolta. Upon recognition of an error, deficiency, or defect, by purchasing entity during the Inspection Period, Konica Minolta shall be notified in writing by the purchasing entity citing any specific deficiency (deficiency being defined as Konica Minolta having performed incorrectly with the information provided by the purchasing entity, not Konica Minolta having to modify a previous action due to additional and/or corrected information from the purchasing entity). If Konica Minolta determines, in its sole discretion, that the product(s) delivered do not conform to the requirements of this Agreement then Konica Minolta shall provide a correction or provide a mutually acceptable plan for correction within thirty (30) calendar days following the receipt of the purchasing entities’ notice to Konica Minolta.

EXHIBIT K

(Master Services Agreement)

Additional Terms and Conditions

The following Additional Terms and Conditions shall modify, delete, and/or add to the Terms and Conditions (“Exhibit B”), Special Terms and Conditions (“Exhibit C”), and General Provisions (“Exhibit E”) of the Agreement this is Appended to. Where any article, paragraph, or subparagraph in Exhibit B, Exhibit C, and Exhibit E of this Agreement is supplemented by one of the following paragraphs, the provisions of such article, paragraph, or subparagraph shall remain in effect and the Additional Terms and Conditions shall be considered as added thereto. Where any article, paragraph, or subparagraph in the Exhibit B, Exhibit C, or Exhibit E of the Agreement is amended, voided, or superseded by any of the following paragraphs, the provisions of such article, paragraph, or subparagraph not so amended, voided, or superseded shall remain in effect.

If Participating Agency has entered into a sub-award/contract/grant with either the U.S. Government, or another entity who has itself entered into a contract or received a grant with the U.S. Government, that sub-award/contract/grant requires that certain federal grant provisions be made a part of any subsequent Agreement issued by Participating Agency related to furthering the performance or deliverables required under that sub-award/contract/grant.

Performance by FoundationCCC/Participating Agency’s Supplier under the Agreement constitutes certification that the recipient is presently in compliance with and will continue to comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and Executive Orders Numbers 12549 and 12689, all as described below.

FoundationCCC will not negotiate these provisions. If a clause is not applicable or is not required by the prime contract to be flowed down to a particular sub-award/service, it will not be applied.

Supplier who supplies Goods and/or Services certifies and represents its compliance with the following clauses as applicable. Supplier shall promptly notify FoundationCCC of any change of status with regard to these certifications and representations. These certifications and representations are material statements upon which FoundationCCC will rely.

1. For commercial transactions involving a federal contract (federal awards governed by the FAR), the following provisions apply, as applicable:
 - a. FAR 52.203-13, Contractor Code of Business Ethics and Conduct;
 - b. FAR 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights;
 - c. FAR 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements;
 - d. FAR 52.219-8, Utilization of Small Business Concerns;
 - e. FAR 52.222-17, Non-displacement of Qualified Workers;
 - f. FAR 52.222-21, Prohibition of Segregated Facilities;
 - g. FAR 52.222-26, Equal Opportunity;
 - h. FAR 52.222-35, Equal Opportunity for Veterans;
 - i. FAR 52.222-36, Equal Opportunity for Workers with Disabilities;

- j. FAR 52.222-37, Employment Reports on Veterans;
 - k. FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act;
 - l. FAR 52.222-41, Service Contract Labor Standards;
 - m. FAR 52.222-50, Combating Trafficking in Persons;
 - n. FAR 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements;
 - o. FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Requirements;
 - p. FAR 52.222-54, Employment Eligibility Verification;
 - q. FAR 52.222-55, Minimum Wages Under Executive Order 13658;
 - r. FAR 52.222-62, Paid Sick Leave under Executive Order 13706;
 - s. FAR 52.224-3, Privacy Training;
 - t. FAR 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations;
 - u. FAR 52.233-1, Disputes; and
 - v. FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels.
2. For transactions involving funds on a federal grant or cooperative agreement (federal awards governed by CFR Title 2, Subtitle A, Chapter II, Part 200) the following provisions apply, as applicable:
- a. **Rights to Inventions.** If Supplier is a small business firm or nonprofit organization, and is providing experimental, development, or research work under this transaction, Supplier must comply with the requirements of 3 CFR Part 401, “Rights to Inventions Made by nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements”.
 - b. **Clean Air Act.** Supplier agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
 - c. **Byrd Anti-Lobbying. (Agreements ≥ \$150,000).** Supplier certifies that it will not, and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
 - d. **Domestic Preferences for Procurements.** As appropriate and to the extent consistent with law, Supplier should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
3. Supplier makes the following warranties and acknowledges that failure to comply with any of the warranties in the Agreement will constitute a material breach of the Agreement and

FoundationCCC will have the right to terminate the Agreement without damage, penalty, cost, or further obligation.

- a. **Debarment, Suspension, U.S. Government Restricted Party Lists. (Agreements \geq \$35,000).** Supplier warrants that Supplier, its principals (defined at 2 C.F.R. § 180.995), and affiliates (defined at 2 C.F.R. § 180.905) are not on the U.S. government's Denied Parties List, the Unverified List, the Entities List, the Specially Designated Nationals and Blocked Parties List, and is not presently debarred, suspended, proposed for debarment or otherwise declared ineligible for award of federal contracts or participation in federal assistance programs or activities. The Supplier must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the FoundationCCC and any Participating Agencies. If it is later determined that the Supplier did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the FoundationCCC or the Participating Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - b. **Prohibition on certain Surveillance/Telecommunications.** Supplier warrants that the Goods and Services rendered under this Agreement will not require Supplier to use for FoundationCCC/Participating Agency, or provide to FoundationCCC/Participating Agency to use, "covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology as part of any system, within the meaning of Federal Acquisition Regulation ("FAR") Section 52.204-25.
4. **Remedies for Supplier's Breach (all Agreements in excess of \$250,000).**
- a. In the event any deliverables furnished or services provided by Supplier in the performance of this Agreement should fail to conform to the requirements herein, or to the sample submitted by Supplier, FoundationCCC/Participating Agency may reject the same, and it shall thereupon become Supplier's duty to forthwith reclaim and remove all nonconforming deliverables and correct the performance of services, without expense to FoundationCCC/Participating Agency, and to immediately replace all such rejected items with others conforming to the specifications or samples. Should Supplier fail, neglect, or refuse to do so, FoundationCCC/Participating Agency shall thereupon have the right, but not the obligation, to purchase in the open market, in lieu thereof, a corresponding quantity of any such items or services and to deduct the cost of such cover from any moneys due or that may thereafter become due to Supplier.
 - b. In the event Supplier fails to make prompt delivery of any item or service as specified in the Agreement, the same conditions as to the FoundationCCC/Participating Agency's right, but not obligation, to purchase in the open market and receive reimbursement from Supplier, as set forth in (a.) above shall apply.
 - c. If FoundationCCC/Participating Agency terminates the Agreement, either in whole or in part, for Supplier's default or breach, Supplier shall compensate the FoundationCCC/Participating Agency, in addition to any other remedy the FoundationCCC/Participating Agency may have available to it, for any loss or damage sustained and cost incurred by the FoundationCCC/Participating Agency in procuring any items or services that Supplier agreed to supply.

- d. The FoundationCCC/Participating Agency's rights and remedies provided in this Section A (Remedies for Contractor's Breach) shall not be exclusive and shall be in addition to any other rights and remedies provided by law, equity, or Agreement.
5. **Right to Inventions Made Under a Contract or Agreement.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the Contractor in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
6. **Federal Funding Accountability and Transparency Act ("FFATA"). (Agreements ≥ \$30,000).** Suppliers must be registered in the System for Award Management (SAM) to be issued a P.O. or agreement when Federal Funding Accountability and Transparency Act (FFATA) applies.
7. **Equal Employment Opportunity Affirmative Action.** During the performance of this Agreement, Supplier agrees as follows:
 - a. The Supplier will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Supplier will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Supplier agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. The Supplier will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - c. The Supplier will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 - d. The Supplier will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Supplier's

commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- e. The Supplier will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - f. The Supplier will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Page 3 of 8 Updated March 22, 2022 administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - g. In the event of the Supplier's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Supplier may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - h. The Supplier will include the portion of the sentence immediately preceding paragraph a. and the provisions of paragraphs a. through h. in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, and through amendment in Executive Order 11375 so that such provisions will be binding upon each subcontractor or vendor. The Supplier will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
 - i. Provided, however, that in the event a Supplier becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Supplier may request the United States to enter into such litigation to protect the interests of the United States.
8. **Davis-Bacon Act (40 U.S.C. 276a to a-7) as amended. (Construction Contracts > \$2,000).** If Agreement is a Construction Contract greater than \$2,000, Supplier will comply with the Davis-Bacon Act.
9. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333). (Construction Contracts > \$2,000, or Contracts > \$2,500 that involve mechanics or laborers).** If Agreement is a Construction Contract greater than \$2,000, or a Contract greater than \$2,500 that involves mechanics or laborers, Supplier will comply with the Contract Work Hours and Safety Standards Act.
10. **Copeland "Anti-Kickback" Act (40 U.S.C 3145), as supplemented by Department of Labor Regulations (29 CFR Part 3).** The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Participating Agency and FoundationCCC must report all suspected or reported violations to the Federal awarding agency.
11. **Supplier Small Business Subcontracting Clause ("SBSP"). (Contract ≥ \$750,000).** If Supplier is a large business, a SBSP is required. If Supplier is a small business, SBSP is not required, but small business certification is required. (this clause is applicable to

contracts in excess of \$650,000, except for contracts awarded to small business concerns as defined by section 3 of the Small Business Act, 15 U.S.C. § 632, and the applicable regulations in Part 121 of Title 13 of the Code of Federal Regulations) The Contractor shall adopt a subcontracting plan that complies with the requirements set forth in the Small Business Act and in the clause entitled "Small Business Subcontracting Plan (JAN 2011)," which clause is contained in Section 52.219-9 of the Federal Acquisition Regulation (section 52.219-9 of title 48 of the Code of Federal Regulations). (Subparagraphs (d) and (e) of such clause are the primary portions of the clause that concern the contents and effective implementation of subcontracting plans.) The Contractor shall insert the clause entitled "Utilization of Small Business Concerns" (see above) in subcontracts that offer further subcontracting opportunities and shall comply with the requirements for record keeping and reporting to the Federal Government.

12. **Truth in Negotiations Act (10 U.S.C. 2306(a) and 41 U.S.C. chapter 35). (Contracts ≥ \$2,000,000).** The Truth in Negotiations Act ("TINA") requires offerors to submit certified cost or pricing data if a procurement exceeds the TINA threshold and none of the exceptions to certified cost or pricing data requirements applies.

ATTACHMENT 1

(Master Services Agreement)

BID DOCUMENTS

- *RFP No. 24-001
- Proof of Publication
- *Supplier Response to RFP No. 24-001
- Notice of Intent to Award
- Board Approval

*Please contact the CollegeBuys team for copies of these documents at cbcontracts@foundationccc.org.



The Beaufort Gazette
 The Belleville News-Democrat
 Bellingham Herald
 Centre Daily Times
 Sun Herald
 Idaho Statesman
 Bradenton Herald
 The Charlotte Observer
 The State
 Ledger-Enquirer

Durham | The Herald-Sun
 Fort Worth Star-Telegram
 The Fresno Bee
 The Island Packet
 The Kansas City Star
 Lexington Herald-Leader
 The Telegraph - Macon
 Merced Sun-Star
 Miami Herald
 El Nuevo Herald

The Modesto Bee
 The Sun News - Myrtle Beach
 Raleigh News & Observer
 Rock Hill | The Herald
 The Sacramento Bee
 San Luis Obispo Tribune
 Tacoma | The News Tribune
 Tri-City Herald
 The Wichita Eagle
 The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
25009	514203	Print Legal Ad-IPL01571460 - IPL0157146		\$568.36	2	16 L

Attention: Jorge Burwick
 FOUNDATION FOR CA COMMUNITY COLLEGES
 1102 Q STREET, SUITE 4800
 SACRAMENTO, CA 95811

Notice Requesting Proposals

NOTICE IS HEREBY GIVEN that the Foundation for California Community Colleges (FoundationCCC) acting as a Public Agency, will receive up to but no later than 2:00 PM (PT) on February 29, 2024, qualified proposals for Multifunction Digital Solution, Services, Supplies and Software, RFP #24-001. Proposals shall be submitted electronically on the FoundationCCC's bid portal.

The RFP documents and link to the FoundationCCC's bids portal can be found at www.foundationccc.org/bids.

Dated this 29th day of January 2024
 Dated this 5th day of February 2024
 Board of Directors
 Foundation for California Community Colleges
 IPL0157146
 Jan 29, Feb 5 2024

DECLARATION OF PUBLICATION (C.C.P.2015.5)

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the printer and principal clerk of the publisher of The Sacramento Bee, printed and published in the City of Sacramento, County of Sacramento, State of California, daily, for which said newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Sacramento, State of California, under the date of September 26, 1994, Action No. 379071; that the notice of which the annexed is a printed copy, has been published in each issue thereof and not in any supplement thereof on the following dates, to wit:

2 insertion(s) published on:
 01/29/24, 02/05/24

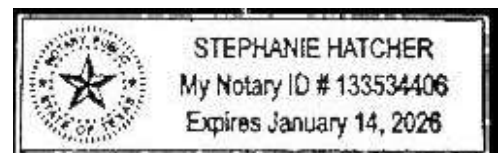
Legals Clerk

COUNTY OF DALLAS
 STATE OF TEXAS

I certify (or declare) under penalty of perjury that the foregoing is true and correct and that this declaration was executed at Sacramento, California, on 6/20/2024.

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
 Legal document please do not destroy!



FOUNDATION *for* CALIFORNIA COMMUNITY COLLEGES

*Benefiting, Supporting, and Enhancing
the California Community Colleges*

1102 Q Street, Suite 4800
Sacramento, California 95811-6549
Toll-Free Telephone: 866.325.3222
Facsimile: 916.325.0844

www.foundationccc.org

Foundation for California Community Colleges

STAFF REPORT

Date: June 18, 2024

To: FoundationCCC Board of Directors

From: Joseph Quintana, Chief Operating Officer

Subject: Approval of Vendor Contracts for Multifunction Digital Solution, Services, Supplies and Software

Action Item, Regular Meeting June 18, 2024.

Background

On January 31, 2024, the Foundation for California Community Colleges (FoundationCCC) and the Association of Independent California Colleges and Universities (AICCU) issued a Request for Proposal (RFP) for Multifunction Digital Solution, Services, Supplies and Software (RFP 24-001). Awarded agreements will enable and empower educational and public agencies, including California Community Colleges, to procure Multifunction Digital Solution, Services, Supplies and Software at competitive pricing with advantageous and equitable terms and conditions. FoundationCCC will receive a 2% administrative fee on sales volume.

RFP Process

FoundationCCC administered the RFP pursuant to California's Public Contract Code for the California Community Colleges Chancellor's Office (or its designated auxiliary) when securing statewide master agreements (Public Contract Code 20661, and its implementing regulations, California Code of Regulations, title 5, section 59130-59132). The RFP was formally published in the *Sacramento Bee* and managed on the *PlanetBids* electronic bid management system. Proposals were due from vendors on April 30, 2024, and FoundationCCC received two proposals that were deemed responsive, which advanced to the evaluation phase. Proposals were evaluated by an RFP Evaluation Committee comprised of community colleges with the most immediate need for a supplier partner with the requirements, products, commodities, and services identified by the RFP. Understanding the importance of procuring services that meet the demands of the community college environment, this rigorous evaluation process reassures colleges that the Multifunction Digital Solution, Services, Supplies and Software they purchase through resulting agreements will meet the most rigorous quality and pricing standards.

RFP Committee Composition

- RFP Development, Facilitation of Evaluation Process, and Review of Quantitative Information:
 - Paul Spear, FoundationCCC
 - Jorge Burwick, FoundationCCC

- Aundria Armstrong, Los Angeles CCD
- Danielle Miller, South Orange County CCD
- Danielle Fuller, Los Angeles CCD
- Liz Camacho, Los Angeles CCD
- Review of vendor supplied Performance and Service Specifications
 - Aundria Armstrong, Los Angeles CCD
 - Danielle Miller, South Orange County CCD
 - Genia Abram, Los Angeles CCD
 - Liz Camacho, Los Angeles CCD

After a thorough evaluation process, the RFP Evaluation Committee endorsed the following suppliers to advance into the RFP negotiation phase (see Attachment 1, Letter of Intent to Award below). Contracts will be executed with each supplier contingent upon mutual agreement between each party on contractual terms and conditions.

- Konica Minolta Business Solutions USA, Inc
- Ricoh USA

Contract Term: Five (5) year initial term, with up to five (5) one (1) year renewals in accordance with California Public Contract Code 20661, and California Code of Regulations, title 5, section 59131(a).

FoundationCCC Roles and Responsibilities

The role of FoundationCCC is that of a prime contractor. FoundationCCC will:

1. Develop the contract with the awarded vendors based on the requirements of the RFP.
2. Monitor the quality of services and compliance from the vendor partner.
3. Promote contracts to California’s community colleges, and other eligible Participating Agencies.

Orders will be placed directly between the Participating Agencies and the Supplier.

Endorsement

The CEO and I recommend that FoundationCCC Board of Directors at its June 18, 2024, meeting approve the award of contracts to the following suppliers through FoundationCCC RFP 24-001 for Multifunction Digital Solution, Services, Supplies and Software.

- Konica Minolta Business Solutions USA, Inc
- Ricoh USA

CERTIFICATION

I, Keetha Mills, duly appointed President and Chief Executive Officer of the Foundation for California Community Colleges, do hereby certify that the above recommendation was passed and approved by the Board of Directors of the Foundation for California Community Colleges on the 18th Day of June 2024.



Keetha Mills
President and Chief Executive Officer

06/18/2024

Date



FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES

*Benefiting, Supporting, and Enhancing
the California Community Colleges*

1102 Q Street, Suite 4800
Sacramento, California 95811-6549
Toll-Free Telephone: 866.325.3222
Facsimile: 916.325.0844

www.foundationccc.org

ATTACHMENT 1

Intent to Award

Multifunction Digital Solution, Services, Supplies and Software RFP #24-001

May 30, 2024

The Foundation for California Community Colleges intends to award a contract to the following companies from RFP #24-001: Multifunction Digital Solution, Services, Supplies and Software for use by California Community Colleges and other Public Agencies:

- 1. Konica Minolta Business Solutions USA, Inc**
- 2. Ricoh USA**

Contract awards under this RFP are contingent upon FoundationCCC board approval, and FoundationCCC and Vendor agreement on final contract terms.