CITY CLERK
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C-10711
02/11/2016

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this 11th day of February, 2016, between the City of Glendale, an Arizona municipal corporation (the "City"), and Konica Minolta Business Solutions U.S.A., Inc., a New York corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

A. On January 28, 2016, under the Mohave Educational Services Cooperative Purchasing Agreement, Mohave Educational Services Cooperative, Inc. entered into a contract with Contractor to purchase the goods and services described in the Digital Copiers, Multifunctional Devices, 3D Printers, Supplies, Maintenance and Managed Print Services Agreement 15M-KMBS-0128 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.

B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.

C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.

D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was January 28, 2016, until the date the contract expires on January 27, 2017, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original

contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond January 28, 2021. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until January 27, 2017. The City Manager or designee, however, may renew the term of this Agreement for four (4) one-year periods until the Cooperative Purchasing Agreement expires on January 27, 2021. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

   A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit C.

   B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

   A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree to a different schedule, as provided in Exhibit D.

   B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed one hundred fifty thousand dollars ($150,000) annually or seven-hundred fifty thousand dollars ($750,000) for the entire term of the Agreement.

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Connie Schneider, C.P.M.
5850 W. Glendale Avenue
Glendale, Arizona 85301
CSchneider@glendaleaz.com
623-930-2868

and

Konica Minolta Business Solutions U.S.A., Inc.
c/o Chip Ryan
4415 E. Cotton Center Blvd, Suite 150
Phoenix, AZ 85040
chip.ryan@kmbs.konicaminolta.us
602-798-7341

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

"City"

City of Glendale, an Arizona municipal corporation

By: _____
Kevin R. Phelps
City Manager

"Contractor"

Konica Minolta Business Solutions U.S.A., Inc., a ~~New York~~ corporation

By: _____
Name: Myrtha Eugene
Title: Assistant Secretary

ATTEST:

_____
Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

9/22/15

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.

EXHIBIT A

Digital Copiers, Multifunctional Devices, 3D Printers, Supplies, Maintenance and Managed Print Services Agreement 15M-KMBS-0128

EXHIBIT A

MOHAVE
ARIZONA COOPERATIVE PURCHASING

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10/23/14 EH

MOHAVE
ARIZONA COOPERATIVE PURCHASING

Via Email
rcraft@kmbs.konicaminola.us

REQUEST FOR SECOND BEST AND FINAL OFFERS
FOR REQUEST FOR PROPOSAL 15M-0924

DIGITAL COPIERS, MULTIFUNCTIONAL DEVICES, 3D PRINTERS, SUPPLIES, MAINTENANCE AND MANAGED PRINT SERVICES

In accordance with Arizona procurement rules and code, Mohave Educational Services Cooperative, Inc. (Mohave) is requesting Second Best and Final Offers for Request for Proposal 15M-0924.

SECOND BEST AND FINAL OFFER DUE DATE: Tuesday, January 12, 2016 at 3:00 p.m. (local time)

LOCATION: Mohave Educational Services Cooperative, Inc.
625 East Beale Street
Kingman, AZ 86401

Second Best and Final Offers must be submitted in a sealed envelope properly addressed to Mohave Educational Services Cooperative, Inc., with Second Best and Final Offer, RFP 15M-0924, Second Best and Final Offer Due Date and Time, and Offeror's Name and Address clearly indicated on the envelope. Offeror's are advised herein that late second best and final offers shall be handled as specified by Arizona procurement rules and code. If a second best and final offer is not submitted, the offeror's immediate previous offer (first best and final offer) will be construed as their best and final offer. ***Faxed second best and final offers cannot be accepted.***

CONTACT PERSON: NANCY COLBAUGH, CONTRACT SPECIALIST I PHONE: (928) 718-3228

Julia E. Tribbett
Executive Director

DATE: December 28, 2015

THIS SECOND BEST AND FINAL OFFER IS SUBMITTED BY:

Name: Kay Fernandez, Vice President, Strategic Business Development

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

Address: 100 Williams Drive

City: Ramsey **State:** NJ **Zip:** 07446

Phone: 201-825-4000 **Signature:**

Date: 1/8/16 **Title:** V.P. Strategic Business Development

Please Note: Courier delivery services (e.g. FedEx/UPS/USPS) consider Kingman, AZ a "rural" destination. As such, they do not guarantee overnight delivery by a specific time. Use caution when shipping your response using overnight delivery the day before the best and final due date.

If a second best and final offer is not submitted, the offeror's immediate previous offer (the first best and final offer) will be construed as their final best and final offer.

Request for Proposal 15M-0924 – Digital Copiers, Multifunctional Devices, 3D Printers, Supplies, Maintenance and Managed Print Services.
Konica Minolta Business Solutions U.S.A., Inc.

REQUEST FOR SECOND BEST AND FINAL OFFERS

NOTE: Mohave has completed its review of your first best and final offer to RFP 15M-0924, and is requesting the following information to better understand your first best and final offer. Please carefully review and answer the questions that follow. Provide only the information requested. ***Do not provide another complete copy of your first best and final offer response.*** *Sign and include this Second Request for Best and Final Offer with your response. If you do not respond by the specified time, date and location, your first best and final offer will be construed as your final best and final offer.*

SECOND BEST AND FINAL OFFER SUBMITTAL

1. Mohave has experienced reconciliation reporting issues for your current contract 10I-KMBS-0127 that required escalation for resolution. These issues continue and have not been fully resolved. Provide information how your firm will address these issues if awarded a new contract. Include detail steps as to how your firm will resolve past issues under 10I-KMBS-0127 and address the reconciliation reporting requirements of a newly awarded contract.

   Konica Minolta Business Solutions recognizes the importance of clear communication and accurate and timely reporting with regard to the Mohave contract. Issues that have been brought to our attention or that we have proactively recognized are addressed as quickly as possible in order to maintain a professional and cohesive relationship with MESC.

   With regard to past issues, we have assigned two project managers to review and audit all outstanding reconciliation reports for FY15. Upon completion of this audit and prior to the MESC due date of 1/11/16, Konica Minolta will provide all requested updates. In fact we have already provided updates on the highest priority outstanding invoices. It is important to note that correcting these recent issues involves input and modifications from both parties and with clear communication we are confident that the reasons for the report delays will be resolved. A conference call is planned for the week ending 1/15/16 to discuss the reporting process and how improvements might be made by both Konica Minolta as well as MESC in order to ensure timely reports.

   Regarding how Konica Minolta will address the reconciliation process if awarded under the new contract, we are assigning a dedicated Strategic Account Program Manager. The role of Strategic Account Program Manager is designed to ensure key client satisfaction with day to day operational interactions with KMBS

   The Program Manager is part of our strategic account program for our largest corporate accounts with assigned tasks to include developing performance "report cards", reconciliation reporting and monitoring internal performance for contractual compliance. Additionally, project managers funnel work to the appropriate KMBS support teams, while monitoring overall execution and interfacing with the client as needed. This position will be in addition to the existing team that has been assigned to the Mohave master contracts and billing management

   By assigning this additional resource, MESC can anticipate decreased issues with reconciliation reports. In the event that there are future challenges with reporting, Konica Minolta will have proactively assigned the additional resources to provide a timely resolution.

   Given the very long term successful partnership that Konica Minolta has experienced with MESC, we are confident that this strategy will ensure a prosperous future for both parties.

2. Mohave is considering a number of proposals for this contract. Pricing is very competitive.
   - Please review your prices to determine if any additional discounts are available.
   - If yes, provide a new comprehensive price schedule.
   - If no, indicate "No Additional Discounts."

   No Additional Discounts

MOHAVE
ARIZONA COOPERATIVE PURCHASING

Via Email
rcraft@kmbs.konicaminola.us

REQUEST FOR BEST AND FINAL OFFERS
REQUEST FOR PROPOSAL 15M-0924

DIGITAL COPIERS, MULTIFUNCTIONAL DEVICES, 3D PRINTERS, SUPPLIES, MAINTENANCE AND MANAGED PRINT SERVICES

In accordance with Arizona procurement rules and code, Mohave Educational Services Cooperative, Inc. (Mohave) is requesting Best and Final Offers for Request for Proposal 15M-0924.

BEST AND FINAL OFFER DUE DATE: Friday, December 11, 2015 at 3:00 p.m. (local time)

LOCATION: Mohave Educational Services Cooperative, Inc.
625 East Beale Street
Kingman, AZ 86401

Best and Final Offers must be submitted in a sealed envelope properly addressed to Mohave Educational Services Cooperative, Inc., with Best and Final Offer, RFP 15M-0924, Best and Final Offer Due Date and Time, and Offeror's Name and Address clearly indicated on the envelope. Offeror's are advised herein that late best and final offers shall be handled as specified by Arizona procurement rules and code. If a best and final offer is not submitted, the offeror's immediate previous offer will be construed as their best and final offer. ***Faxed best and final offers cannot be accepted.***

CONTACT PERSON: NANCY COLBAUGH, CONTRACT SPECIALIST I PHONE: (928) 718-3228

Julia E. Tribbett
Executive Director

DATE: December 7, 2015

THIS BEST AND FINAL OFFER IS SUBMITTED BY:

Name: Myrtha Eugene, Assistant Secretary

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

Address: 100 Williams Drive

City: Ramsey **State:** NJ **Zip:** 07446

Phone: 201-825-4000 **Signature:**

Date: December 7, 2015 **Title:** Assistant Secretary

Request for Proposal 15M-0924 – Digital Copiers, Multifunctional Devices, 3D Printers, Supplies, Maintenance and Managed Print Services.
Konica Minolta Business Solutions U.S.A., Inc.

REQUEST FOR BEST AND FINAL OFFERS

NOTE: Mohave has completed its initial review of your response to RFP 15M-0924, and is requesting the following information to better understand your offer. Please carefully review and answer the questions that follow. Provide only the information requested. ***Do not provide another complete copy of your initial response.*** *Sign and include this Request for Best and Final Offer with your response. If you do not respond by the specified time, date and location, your immediate previous offer will be construed as your best and final offer.*

BEST AND FINAL OFFER SUBMITTAL

1. On each of the acceptance forms for General Terms and Conditions, Special Terms and Conditions and Scope of Work and Specifications, Konica Minolta included the following two paragraphs:

   Konica Minolta has included our exceptions and clarifications throughout our response. We respectfully request that the Mohave consider these exceptions and clarifications during the review and evaluation of our response. Konica Minolta reserves the right to negotiate all final terms and conditions for any resulting contract.

   Konica Minolta shall have an equal voice in negotiations.

   Mohave is not negotiating a contract with Konica Minolta Business Solutions U.S.A. Inc. Offerors may choose to take exceptions/deviations. However, it is up to Mohave whether we accept, reject or allow revisions of those exceptions/deviations. State your agreement to remove these two paragraphs provided on the following acceptance forms: *General Terms and Conditions Acceptance Form, Special Terms and conditions Acceptance Form* and *Scope of Work and Specifications Acceptance Form.*

   Konica Minolta agrees to this revision.

2. In your response to Tab 1c, General Terms and Conditions, your exceptions/deviations contained terms/conditions that require revision or removal, as detailed below:

   a. **1.4. Cancellation for non-performance or contract vendor deficiency** – Revise your deviation to exclude "Mohave Member". An awarded contract is between Mohave and the awarded contract vendor. The terms of any agreements (maintenance or leasing) would not be affected with the cancelation of the contract and would remain in place until the purchase order expires.

      Konica Minolta agrees to this revision.

   b. **1.5. Cancellation for replacement** – Remove the following sentence from your deviation, *"The parties shall negotiate future solicitations and/or contracts at the appropriate time* Mohave is not negotiating a contract with Konica Minolta Business Solutions U.S.A. Inc.

      Konica Minolta agrees to this revision.

   c. **13.2. Audit of contract activity** – Remove the following sentence from your deviation, *"Any information disclosed as part of the audit shall be treated as confidential by Mohave."* Mohave and our members are public agencies that must comply with all public information requests. Only information determined to be confidential by Arizona procurement rules and code shall be excluded. Information that is part of an internal Mohave audit is not considered to be confidential.

      Konica Minolta agrees to this revision.

   d. **14.5. Arbitration** – Remove the following deviation, *"...except for those matters relating to Mohave's failure to make a payment due under any agreement with the Contractor."* Mohave does not make payments under awarded contracts to the Contractor. Members make payments to the contract holder and the contract holder forwards the administration fee received from the member to Mohave.

      Konica Minolta agrees to this revision.

   e. **14.7. Audit Rights** – Remove the entire exception. Audits will not be conducted at Konica Minolta location(s). Only information determined to be confidential by Arizona procurement rules and code shall be excluded. Audits will be conducted as needed and not restricted to once a year.

      Note: Information is typically requested by email and forwarded to Mohave and/or the member by email and routinely only pertains to the procurement under an awarded contract.

Konica Minolta agrees to this revision.

f. **15.3. Contract vendor payment** – Remove your exception. Payment shall be per the RFP's terms and conditions.

Konica Minolta agrees to this revision.

g. **15.5. Credit hold** – Remove your exception. Credit hold notification shall be per the RFP's terms and conditions.

Konica Minolta agrees to this revision.

h. **15.6. Payment time** – Remove your exception. Payment time shall be per the RFP's terms and conditions.

Konica Minolta agrees to this revision.

i. **18. Protests** – Remove the deviation. Should Mohave prevail in an appeal of a decision issued by the Director of Mohave Operations, appellant waives any objection to the hearing officer awarding Mohave its reasonable attorneys fees and costs along with the costs for the hearing.

Konica Minolta agrees to this revision.

3. In your response to Tab 1d, Special Terms and Conditions, your exceptions/deviations contained terms/conditions that require clarification, as detailed below:

a. **1.1. Liens** – Clarify your exception for the following, *"However, if a Member choose a Lease Option, hardware leased maybe secured through use of liens or other similar methods."* Clarify what the *"other similar methods"* would be used under a lease.

If Konica Minolta has not received complete payment for hardware or a Member chooses to lease the hardware, Konica Minolta may secure its interest in the hardware through a lien, security agreement, financing statement, or similar security interest.

b. **3.2. Form of contract** – Provide additional details for your clarification, *"Konica Minolta has provided our Standard Agreements in Section 4b of our response."* If these agreements have been provided as part of your proposal they are included in your proposal and would be apart of an awarded proposal. Confirm if Mohave's understanding of your clarification is correct.

Konica Minolta has removed our clarification to this section.

c. **13.3 Onsite contract vendor responsibilities** – Your clarification did not address what customers proprietary or confidential information would be related to safe work performance of employees and subcontract vendors. Provide further information to address what proprietary or confidential information your clarification is referencing.

Konica Minolta has removed our clarification to this section.

4. The following questions pertain to your copier workbook. Your firm will not need to resubmit a revised copier workbook. However, detailed written answers are required with your best and final offer, as detailed below:

a. For some equipment, options and accessories pricing, up to 5-8 decimals were used in your pricing. The RFP authorizes up to 3 decimals in pricing.

State your understanding that no more than 3 decimals are allowed. Provide how many decimals your firm will use, if awarded a contract.
Konica Minolta understands that the pricing should have no more than 3 decimals.

b. Two electronic price lists were provided for 3D Printers. Price file named *"3D MSRP.xlsm"* did not provide a discount. Pricing file named *"Tab 3a_15M Legacy Equipment, 3D Printers, Managed Print Services.xlsx"* offered discounts from 0% to 13%? Which 3D Printer price list is being offered, if awarded a contract?
"Tab 3a_15M Legacy Equipment, 3D Printers, Managed Print Services.xlsx" is the correct file to indicate the discounts for 3D Printers.

c. Two electronic price lists were provided for Managed Print Services. Price file named *"Tab 3a_MSRP For MFD Service and Software Solutions.xlsm"* did not provide a discount. The pricing file named *"Tab*

3a_15M Legacy Equipment, 3D Printers, Managed Print Services.xlsx" offered discounts from 20% to 38%? Which Managed Print Services price list is being offered, if awarded a contract?
"Tab 3a_15M Legacy Equipment, 3D Printers, Managed Print Services.xlsx" is the correct file to indicate the discounts for Managed Print Services.

d. On price file named *"Tab 3a_15M Legacy Equipment, 3D Printers, Managed Print Services.xlsx"*, Summary Section One: Restock, Shipping and Information description stated, *"For 3D Printers, there is a separate flat rate charge for shipping and handling. This pricing is listed on the 3D price pages under each model."* During evaluation shipping information was not found on this price file, or the other price file named *"3D MSRP.xlsm."* What is the shipping/freight for ongoing orders for parts and accessories?
The shipping/freight charges are indeed indicated within each 3D model. Please see line items 31, 62, 92, 123, 158, 194, 212, 237, 262, 287, 310, 373 in file titled "Tab 3a_15M Legacy Equipment, 3D Printers, Managed Print Services.xlsx".

e. Your proposal is offering Mail Room Services at "not to exceed" $5,000/month. *"Not to exceed"* pricing is not allowed, under an awarded contract. Provide firm pricing including levels of services; how many personnel would be required for each level of services; overtime hours, etc. Detailed pricing information may be provided with your best and final on a separate document from your best and final offer. If complete information is not provided, these services may be removed from an awarded contract.
Mail Room Services job descriptions and pricing has been updated in the *"15M Legacy Equipment, 3D Printers, Managed Print Services WB BAFO"* workbook.

5. In Tab 4a, the RFP requires only one "Main Mohave Representative Contact", as a main point of contract for the members and Mohave for information regarding member purchase orders and information. Your proposal stated that fourteen (14) sales representatives and sales managers would be responsible for the contract.

However, Mohave requires only one person to be assigned as the main contact. Provide information detailed below:

Contacts for Mohave:
Main Mohave representative contact: Eric Crane
(Shall be the main point of contact for members and be responsible for member information requests.)

Title Regional Manager, Government/Education Email address ecrane@kmbs.konicaminolta.us

Phone number (480) 227-5060 Fax (602) 234-2406

6. In Tab 4b, page 34 of the RFP requesting if your firm requires members to sign any supplemental end-user agreements, your firm has added an additional paragraph. The information provided is confusing and needs removal or further clarification.

It is Mohave's request this paragraph be removed. The paragraph does not provide clear information for your offer; it does not explain how this paragraph is applicable to RFP; and it does not explain if it is applicable to the agreements provided.

If Konica Minolta is unwilling to remove the paragraph, provide a simplified, concise explanation of what your firm is trying to convey and how it applies to the RFP.
Konica Minolta agrees to remove our paragraph.

7. Konica Minolta's Master Agreement was provided in Tab 4b. The agreement contained terms/conditions that require clarification, revision or removal, as detailed below:

a. **4.2 Pricing** – Confirm that maintenance pricing shall be per the awarded contract pricing.

Konica Minolta agrees and is removing our Standard Agreement.

b. **5.0 Payment Terms** – Revised from "payment is due within thirty (30) days from the date of the invoice" to "receipt of invoice".

Konica Minolta agrees to this revision.

c. **16.0 Applicable Law** – Revise from State of New Jersey to the State of Arizona.

Konica Minolta agrees to this revision.

d. **22.0 Entire Agreement** – Remove entire agreement language; or Revise to include RFP 15M-0924, any best and final offers and member purchase order.

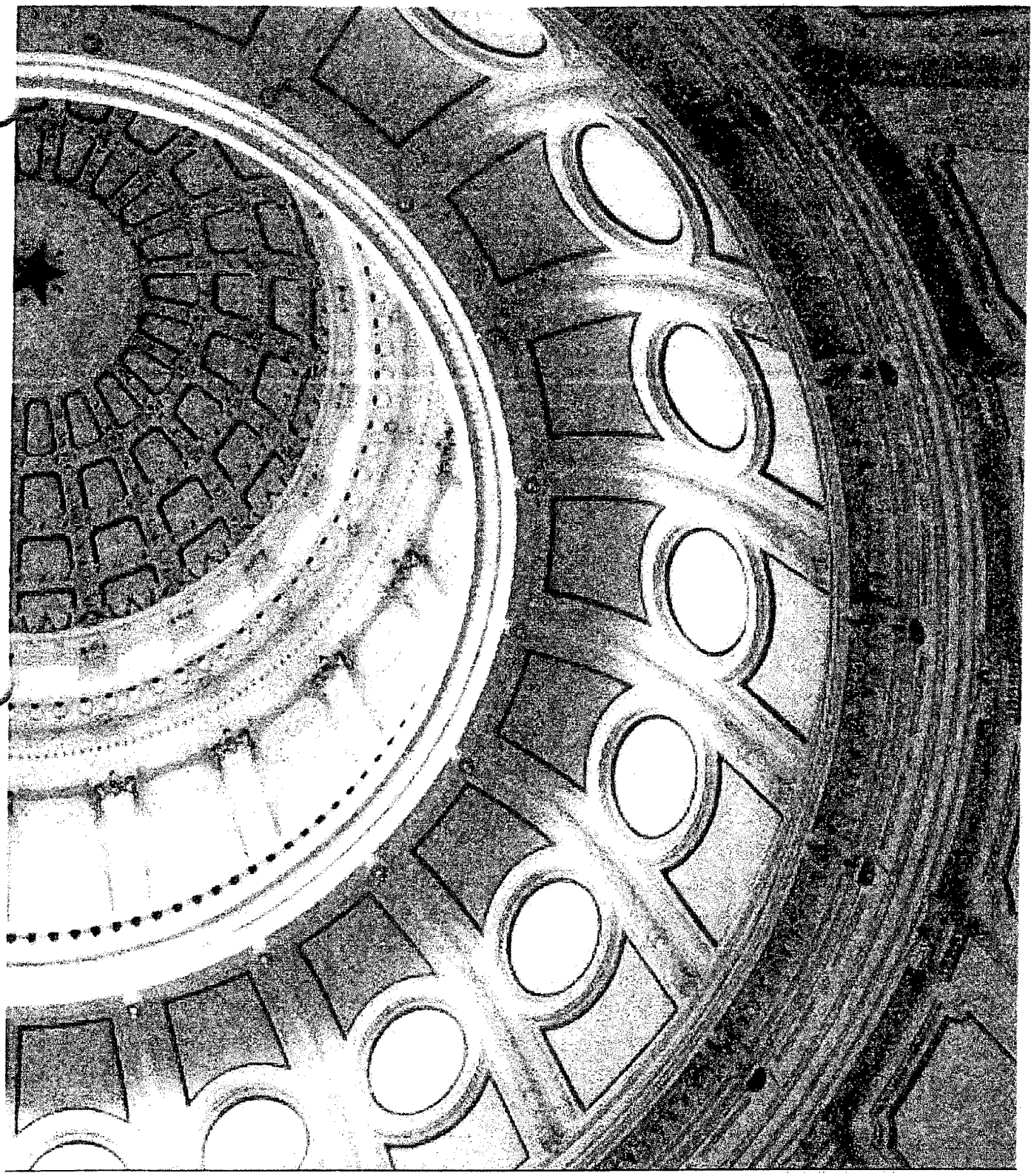
Konica Minolta agrees to this revision.

8. Mohave is considering a number of proposals for this contract. Pricing is very competitive.
   - Please review your prices to determine if any additional discounts are available.
   - If yes, provide a new comprehensive price schedule.
   - If no, indicate "No Additional Discounts."

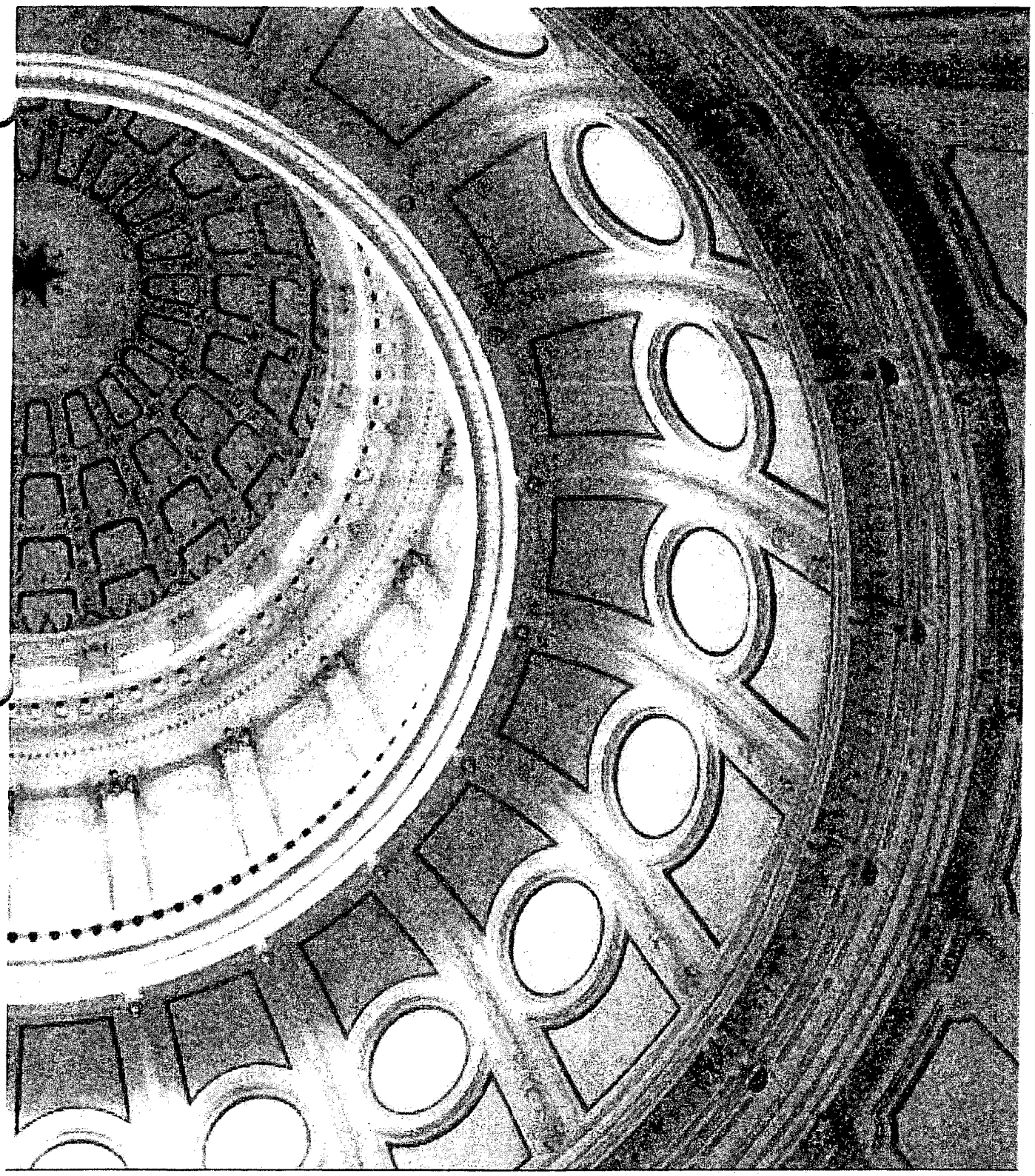
   Konica Minolta has updated the "*15M Legacy Equipment, 3D Printers, Managed Print Services WB BAFO*" workbook. Specifically, the "Managed Print Services" and "Mailroom Onsite Services" tabs were updated.

Please Note: Courier delivery services (e.g. FedEx/UPS/USPS) consider Kingman, AZ a "rural" destination. As such, they do not guarantee overnight delivery by a specific time. Use caution when shipping your response using overnight delivery the day before the best and final due date.

If a best and final offer is not submitted, the offeror's immediate previous offer will be construed as their best and final offer.



Tab 1c – Complete Copy of General Terms and Conditions and General Terms and Conditions Acceptance Form



Complete Copy of
General Terms and Conditions

General Terms and Conditions

Place after Tab 1c

1. CANCELLATION

1.1. Cancellation for bankruptcy or acquisition: Mohave reserves the right to cancel, or suspend the use of, any contract if contract vendor files for bankruptcy protection, or is acquired by an independent third party.

1.2. Cancellation for conflict of interest: Mohave may cancel this contract pursuant to ARS §38-511 for conflict of interest. Conflict of interest occurs if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of Mohave, is or becomes at any time while the contract or an extension of the contract is in effect, an employee of, or a consultant to, any other party to the contract, with respect to the subject matter of the contract. Members shall incur no penalty or further obligation if the contract is cancelled for conflict of interest. A written notice of cancellation shall be sent to the contract vendor and the effective date of cancellation shall be the date specified within the written notice of cancellation.

1.3. Cancellation for convenience: Mohave reserves the right to immediately cancel the contract without penalty or recourse, in whole or in part, when Mohave determines that action to be in the best interests of its members. Contract vendor shall be entitled to receive just and equitable compensation in accordance with applicable contract pricing for authorized work in progress, authorized work completed and materials accepted before the effective date of the cancellation.

1.4. Cancellation for non-performance or contract vendor deficiency: Mohave may terminate any contract if members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. Mohave reserves the right to cancel the whole or any part of this contract due to failure by contract vendor to carry out any obligation, term or condition of the contract. Mohave may issue a written deficiency notice to contract vendor for acting or failing to act in any of the following:

- Failing to comply with the accepted terms and conditions of the contract;
- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving Mohave reason to believe that contract vendor will not or cannot perform the requirements of the contract;
- Performing work or providing products/services under the contract prior to receiving a Mohave reviewed member purchase order for such work.

Upon receipt of a written deficiency notice, contract vendor shall have ten (10) days to provide a satisfactory response to Mohave to adequately address all issues of concern. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this clause, all goods, materials and work paid for by the member, along with documents, data and reports prepared by contract vendor under the contract shall become the property of the member.

1.5. Cancellation for replacement: Mohave reserves the right to cancel a contract awarded under this solicitation, if a new solicitation has been issued and a contract has been awarded to the same contract vendor for similar goods and services. Mohave may, at its option, either replace a contract resulting from this solicitation or delay a new award until the existing contract expires. The decision to delay or replace the contract rests solely with Mohave.

1.6. Contract vendor cancellation: Contract vendor may cancel this contract at any time upon thirty (30) days prior written notice to Mohave or at time of annual contract renewal.

Termination shall have no effect on projects in progress at the time the notice of cancellation is received by Mohave.

1.7. Continuation of performance: Contract vendor shall continue to perform in accordance with the requirements of the contract, up to the date of cancellation and as directed in the cancellation notice.

1.8. Gratuities: Mohave shall cancel this contract if it is found that gratuities in the form of entertainment, gifts or otherwise, were offered or given by contract vendor or any agent or representative of contract vendor, to any employee of Mohave or member with a view toward securing a contract or with respect to the performance of this contract. Paying the expenses of normal business meals shall be in accordance with each member's policy regarding gratuities. Samples as requested in the solicitation provided to Mohave for demonstration or evaluation are not considered gratuities.

2. CERTIFICATION

By signing the Offer and Acceptance Form (page 61 of the RFP), offeror certifies the following:

- Offeror has examined and understands the terms, conditions, scope of work, specifications and other documents in this solicitation.
- The submission of the offer did not involve collusion or other anticompetitive practices. Neither signatory nor any person on his behalf has connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of a contract under this solicitation.
- Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
- Neither offeror, nor any officer, director, partner, member or associate of offeror, nor any of its employees directly involved in obtaining contracts with the State of Arizona, Mohave Educational Services Cooperative, Inc., or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
- Offeror agrees to comply fully with any and all provisions of ARS, Title 32, Chapter 10 (Registrar of Contractors) that may regulate offeror's business.
- Offeror shall not discriminate against any employee, or applicant for employment, in violation of federal and state laws (see Federal Executive Order 11246; and ARS, Title 41, Chapter 9, Article 4).
- Offeror is not currently suspended, debarred or otherwise precluded from participating in any public procurement activity with any federal, state or local government entity.
- If awarded a contract, offeror agrees to promote, offer and sell under Mohave contract only those materials and/or services awarded to contract vendor by Mohave.
- If awarded a contract, offeror shall provide the equipment, commodities, and/or services to members of Mohave in accordance with the terms, conditions, scope of work, specifications, and other documents of this Request for Proposal.
- If awarded a contract, offeror agrees that all staff and other individuals eligible to receive services shall have equal access to the services regardless of race, religion, color, sex, disability, age or national origin (including language minority individuals).
- Offeror and all proposed subcontractors comply and shall remain in compliance with the Federal Immigration and Nationality Act (FINA), all other federal immigration laws and regulations, ARS §41-4401, and ARS §23-214, which requires compliance with federal immigration laws by Arizona employers, Arizona contractors and Arizona subcontractors in accordance with the E-Verify employee eligibility verification program.

3. CONFIRMATION/DISCUSSIONS

3.1. Confirmation: If an apparent mistake in a proposal, relevant to the award determination is discovered after opening and before award, Mohave shall contact the offeror for written confirmation of the proposal. If offeror fails to act, the offeror shall be considered non-responsive.

Mohave may contact an offeror to confirm our understanding of the proposal. Such contact shall be prior to award. Mohave shall obtain written confirmation from the offeror and shall retain the confirmation in the procurement file. Correction of mistakes in a proposal shall only be allowed as described in Arizona procurement rules and code.

3.2. Discussions: For the purposes of conducting discussions, Mohave shall determine that proposals are either acceptable for further consideration or unacceptable. Discussions may be conducted with responsible offerors who submit proposals determined to be acceptable for further consideration. Discussions may be conducted to assure full understanding of the proposal in order to obtain the most advantageous contract for Mohave based on the requirements and evaluation factors in this Request for Proposal. Discussions may be conducted orally or in writing. If oral discussions are conducted, the offeror shall confirm the discussions in writing.

Mohave will not help offeror bring its proposal up to the level of other proposals through discussions. Mohave will not indicate to offeror a cost or price that it must meet to obtain further consideration nor will it provide any information about other offerors' proposals or prices.

4. CONFIDENTIAL INFORMATION

4.1. Confidential information request: If offeror believes that its proposal contains confidential trade secrets or other proprietary data not to be disclosed, a statement advising Mohave of this fact shall accompany the proposal, and the information shall be so identified wherever it appears. Mohave shall review the statement and shall provide their determination in writing whether the information shall be withheld. If Mohave determines to disclose the information, Mohave shall inform offeror in writing of such determination. Requests to deem the entire offer as confidential will not be considered.

4.2. Pricing: Mohave will not consider pricing to be confidential or proprietary.

4.3. Public record: All proposals submitted in response to this solicitation shall become the property of Mohave. They will become a matter of public record available for review, subsequent to award notification, except of information deemed confidential by Mohave.

5. COOPERATIVE PURCHASING

5.1. Cooperative purchasing: This contract is based on the need for Mohave to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to members. Any contract that prohibits sales from being made to specific types of members (for example, state agencies or local government units) may not be considered. Sales without restriction to any members are preferred.

5.2. Cooperative purchasing agreements: Cooperative Purchasing Agreements between Mohave and its members have been established under Arizona procurement rules and code for use of contracts.

5.3. Most favored customer relationship: Nothing in this solicitation is intended to establish a most favored customer relationship between Mohave and contract vendor. Offeror agrees all prices, terms, warranties, and benefits granted by offeror to members through this contract are comparable to or better than the equivalent terms offered by offeror to any present customer meeting the same qualifications or requirements. Contract vendor may respond to any solicitation without regard to this contract. If contract vendor offers lower prices to any of its other customers, it may lower its prices to Mohave at the same time by written notice.

6. ESTIMATED QUANTITIES

Mohave anticipates considerable activity resulting from this solicitation. An estimate of purchases is provided in the Scope of Work (page 4) of the requested materials or services. However, no commitment of any kind is made concerning quantities to be acquired. Mohave does not guarantee usage. Usage depends on the actual needs of members and marketing by contract vendor.

7. EVALUATION and AWARD

7.1. Basis of award: Award(s) will be made to the responsive and responsible offeror(s) whose proposal(s) is (are) determined in writing to be most advantageous to Mohave for its members. Mohave reserves the right to use model projects/market baskets to determine the most advantageous proposal(s). It is Mohave's intent to award a complete line of products, when possible and advantageous.

7.2. Best and final offers (Revisions to Proposals): Mohave may allow revisions to proposals through best and final offers, as authorized in Arizona procurement rules and code. Issuance of a request for best and final offer is not guaranteed. Proposals should be complete and meet all specifications and requirements of this solicitation.

7.3. Competitive range: Mohave reserves the right to establish a competitive range of acceptable proposals as part of the evaluation process. Proposals not in the competitive range are unacceptable and will not receive further award consideration.

7.4. Deviations/exceptions to requirements: All requested exceptions/deviations must be clearly explained. Unacceptable exceptions/deviations shall remove your proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions/deviations and Mohave's decision shall be final.

7.5. Formation of contract: A response to this solicitation is an offer to contract with Mohave based upon the terms, conditions, scope of work, specifications and amendments contained in this request. A proposal does not become a contract unless and until Mohave accepts it. A contract is formed when a Mohave administrator signs the award document.

7.6. Multiple award: To assure that our contracts meet the requirements of all members, Mohave may award multiple contracts. Offeror should consider this fact in preparing their response. The decision to award multiple contracts, award a single contract, or make no award rests solely with Mohave.

A multiple award shall be made only if the procurement officer determines in writing that a multiple award is necessary and is advantageous to Mohave members. A multiple award shall be limited to the least number of contracts necessary to meet the requirements of the using agencies. Mohave shall make the sole determination of the least number of contracts required to meet the need. Mohave's basis for determining whether to award multiple contracts shall be based upon considerations for the large number of members, diverse types of members, location of members throughout Arizona and members' past usage of similar contracts.

Criteria for selecting vendors for multiple contracts shall be based upon considerations for members' experience with existing products and systems, brand continuity for parts replacement and future expansion, contract vendor's ability to provide for our large, diverse membership, Mohave's past experience with contracts for similar product/services, and/or other relevant criteria. Multiple contracts may also be awarded based on the designated geographic region(s) served; by individual line items or groups of line items incrementally.

7.7. Non-exclusive contract: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of Mohave's members. Mohave and its members reserve the right to obtain like goods and services from other sources.

7.8. Past performance information: Past Performance Information (PPI) is relevant information regarding a contract vendor's actions under previously awarded contracts to public agencies. It includes contract vendor's record of performance under such contracts including, but not limited to: conformance to the terms, conditions, specifications and scope of work of the contracts, responsiveness to, and correction of, contract claims and controversies, and satisfaction of the contracting entities. PPI shall be a factor in evaluation and award.

7.9. Reasonably susceptible of being awarded: A proposal is acceptable if it is determined to be reasonably susceptible of being awarded a contract in accordance with the evaluation criteria and a comparison and ranking of original proposals. Proposals to be considered reasonably susceptible of being awarded a contract shall, at a minimum, demonstrate the following:

- Affirmative compliance with mandatory requirements designated in this solicitation.

- An ability to deliver goods or services on terms advantageous to members sufficient to be entitled to continue in the competition.
- That the proposal is technically acceptable as submitted.

7.10. Responsible offeror: A responsible offeror is a firm or person who at the time of award has the capability to perform the contract requirements and the integrity and reliability, which will assure good faith performance. Mohave must determine an offeror to be responsible before awarding a contract to offeror.

7.11. Responsive proposals: A responsive proposal conforms in all respects to the material requirements of the solicitation. Proposals must be responsive to receive award consideration. Mohave reserves the right to waive minor informalities.

7.12. Weighted evaluation: Mohave reserves the right to use a point system to evaluate proposals and to assign points to the evaluation criteria as it determines most appropriate. Any offeror scoring 0 (zero) in any required area may be considered nonresponsive.

8. FEDERAL and STATE REQUIREMENTS –

8.1. Affordable Care Act requirements: Contract vendor understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). Contract vendor shall bear sole responsibility for providing health care benefits for its employees who provide services to the member as required by state or federal law.

8.2. Compliance with federal and state requirements: Contract vendor agrees, when working on any federally assisted projects with more than $2,000 in labor costs, to comply with the Contract Work Hours and Safety Standards Act, the Davis-Bacon Act, the Copeland "Anti-Kickback" Act, the Housing and Urban Development Act of 1968, and the Equal Opportunity Employment requirements as amended by Executive Order. In such projects, contract vendor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files.

In addition, to comply with the Copeland Act, contract vendor must submit weekly payroll records to the member. Contract vendor must keep records for three years and allow the federal grantor agency access to these records, upon demand. Contract vendor also agrees to comply with State of Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on any projects funded with federal grant monies, contract vendor agrees to comply with the administrative requirements for grants and cooperative agreements to state, local and federally recognized Indian tribal government contract provisions.

The forms listed below are incorporated by reference into this solicitation and any resultant contract.

- HUD-5369, Instructions to Bidders for Contracts, Public and Indian Housing Programs
- HUD-5369-A, Representations, Certifications, and Other Statements of Bidders, Public and Indian Housing Programs
- HUD-5369-B, Instructions to Offerors Non-Construction
- HUD-5369-C, Certifications and Representations of Offerors Non-Construction Contract
- HUD-5370-C1, General Conditions for Non-Construction Contracts Section 1 (With or Without Maintenance Work)
- HUD-5370-C2, General Conditions for Non-Construction Contracts Section 1 (With Maintenance Work)

For federally funded projects only, the requirements of an applicable form shall supersede conflicting requirements in this solicitation. The forms may be accessed via HUDClips (www.hud.gov).

8.3. Compliance with workforce requirements: Pursuant to ARS §41-4401, contract vendor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS §23-214 subsection A, which

states, "*...every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.*" [To register for E-Verify, go to: https://e-verify.uscis.gov/enroll/startpage.aspx.]

Mohave reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Mohave and its members reserve the right to inspect the papers of any contract vendor or subcontract employee who works under this contract to ensure compliance with the warranty above.

8.4. Contract vendor employee work eligibility: By entering into the contract, contract vendor warrants compliance with ARS §41-4401, ARS §23-214, the Federal Immigration and Nationality Act (FINA), and all other current federal immigration laws and regulations. Mohave and/or Mohave members may request verification of compliance from any contract vendor or subcontractor performing work under this contract. Mohave and its members reserve the right to confirm compliance. Should Mohave or its members suspect or find that the contract vendor or any of its subcontractors are not in compliance, Mohave may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the contract for default, and suspension and/or debarment of the contract vendor. All costs necessary for compliance are the responsibility of the contract vendor.

8.5. Davis-Bacon wage decisions: For federally funded projects subject to the Davis-Bacon Act, the member shall specify the applicable Davis-Bacon wage decision, prior to the contract vendor providing a firm price quotation for the proposed project. The wage decision shall be identified by the WD Number, modification number, and date of the wage decision. Davis-Bacon wage decisions may be accessed via www.wdol.gov or by requesting a copy from the member.

8.6. Non-compliance: All federally assisted contracts to members that exceed $10,000 may be terminated by the federal grantee for noncompliance by contract vendor. In projects that are not federally funded, offeror must agree to meet any federal, state or local requirements, as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

8.7. Offshore performance of work prohibited: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the state shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

8.8. Terrorism country divestments: In accordance with ARS §35-392, Mohave and its members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contract vendor warrants compliance with the Export Administration Act.

9. FORCE MAJEURE

Except for payments of sums due, neither party shall be liable to the other, nor be deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence, including, but not limited to the following: acts of God (e.g. fire, flood, snow, earthquakes, tornadoes, violent winds, hail storms); acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring it notifies the other party of the existence of the force majeure, and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the contract. Force majeure shall not include late deliveries

of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences. If either party is delayed at any time by force majeure, the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.

10. INDEMNIFICATION

10.1. General indemnification: To the extent permitted by law, Mohave and its members shall be indemnified and held harmless by contract vendor for its vicarious liability as a result of entering into this contract. Each party to the contract is responsible for its own negligence. Contract vendor agrees to save and hold harmless Mohave and/or its members from any and all liability for loss or damage to persons or property arising out of the work required by the contract. Contract vendor further agrees to waive any right of recovery against Mohave and/or its members for damage to the property of contract vendor, whether caused by negligence on the part of Mohave and/or its members or otherwise. This provision includes specifically the waiver of right of recovery against Mohave and/or its members for fire damage to property under contract and not yet formally accepted by member even though said property at the time of loss may be occupied, in whole or in part, by member.

10.2. Modification by member: Contract vendor shall have no obligation with respect to any patent and copyright infringement claim based upon member's modification of the equipment and/or software, or its operation or use with apparatus, data or programs not furnished by contract vendor. However, one member's action will not preclude contract vendor's obligation to others not having modified their equipment or software.

10.3. Patent and copyright indemnification: To the extent permitted by law, contract vendor shall indemnify and hold harmless Mohave and its members against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of contract performance or use by Mohave and its members of materials furnished or work performed under this contract. Mohave and its members shall reasonably notify contract vendor of any claim for which it may be liable under this paragraph.

11. LICENSES

Contract vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by contract vendor. Contract vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Mohave reserves the right to stop work and/or cancel the contract of any contract vendor whose license(s) expire, lapse, are suspended or terminated.

12. OFFER ACCEPTANCE PERIOD/WITHDRAWAL

12.1. Late offers: Except as authorized by Arizona procurement rules and code, late offers shall not be considered. Offeror shall be responsible for all shipping costs when requesting the return of a late proposal.

12.2. Withdrawal of proposal: An offeror may withdraw a proposal in writing at any time before proposal opening if the withdrawal is received before the proposal due date and time at the location designated in the Request for Proposal for receipt of proposals. After the opening time and date, proposals may not be withdrawn, except as allowed by Arizona procurement rules and code.

13. ORDERING CYCLE

13.1. Acceptance of orders: This contract is for the sole use of Mohave and its members. All quotations provided to members must be based on prices in the contract and include the correct Mohave contract number. Contract vendor may only refuse a Mohave reviewed order under this contract after providing written documentation acceptable to Mohave describing the circumstances that warrant refusal. Improper documentation and/or frequent refusals may result in contract cancellation. Mohave may require the contract vendor to reject any purchase orders received from members based on this contract that may not comply with Mohave's rules, processes or standards.

13.2. Audit of contract activity: Mohave will audit some of the invoices made under this contract. The contract vendor agrees to provide all documentation necessary for Mohave to audit purchases made under contract, including invoices and credits issued to members, in a timely fashion.

13.3. Contract vendor contacts: Contract vendor agrees to assign only one contact person for each of the following: accounting, audit, contract administration, escalation, main member contact, open order/status report, and reconciliation. These contacts may be the same person, with the exception of the escalation contact. The name(s) of the contact persons will be provided to Mohave.

13.4. Open order and status reports: Mohave will send contract vendor open order and status reports on a periodic basis. Contract vendor agrees to reply to information requests in a timely fashion.

13.5. Orders in process: Member purchase orders dated on or before the contract cancellation and/or expiration date, will be processed and are considered valid until order fulfillment, or cancellation by the member. Any such order must be in the possession of Mohave within a reasonable amount of time. Acceptance of such orders shall be at the sole discretion of Mohave.

13.6. Purchase verification: It is the member's independent responsibility to verify that quotations and purchase orders comply with the terms of the award of a contract or procurement.

13.7. Quotations: Quotations with no end date are considered invalid after sixty (60) days from the issue date.

14. OVERVIEW

14.1. Advertising: Offeror shall not advertise or publish information concerning this solicitation prior to an award being announced by Mohave. After award, contract vendor(s) may advertise the availability of products and services to members. Any promotional marketing materials using the Mohave logo must be approved by a Mohave Contract Specialist in advance.

14.2. Modification of contract: An awarded contract may be amended for a variety of reasons. Contract modifications will be issued as deemed necessary by Mohave to address contractual issues that may arise.

14.3. Applicable law: Contract shall be governed by the laws of the State of Arizona, and suits pertaining to the contract may be brought only in courts in the State of Arizona.

14.4. Application of law: The Arizona Procurement Code, the Arizona State Board of Education School District Procurement Rules, and the Uniform Commercial Code (UCC) as adopted by the State of Arizona, are part of this document as if fully set forth herein. Any provision or clause required by law, rule or regulation to be included in the contract will be read and enforced as if in the contract, whether or not physically included. If any such provision is not included, or is not correctly included, contract will be amended in writing to make such inclusion or correction upon application from either party to contract.

14.5. Arbitration: After exhausting applicable administrative review, the parties to this contract may agree to resolve disputes arising out of or relating to this contract through arbitration, to the extent allowed by law.

14.6. Assignment: Contract vendor shall assign no right or interest in this contract without prior written permission from Mohave. No delegation of any duty of contract vendor shall be made without prior written permission from Mohave. Mohave shall not unreasonably withhold approval and shall notify contract vendor of its decision within fifteen (15) days of receipt of written notice from contract vendor.

14.7. Audit rights: In accordance with applicable Arizona law, contract vendor's and subcontractor's books and records related to this contract may be audited at a reasonable time and place, for five years after completion of the contract.

14.8. Availability of funds: Member fund availability is unknown to Mohave at the time this solicitation was issued. Use of any contract awarded by Mohave will be conditioned upon the availability of member funds.

14.9. Brand names: The names of major businesses and their products that appear without the trademark or service mark remain the property of their respective owners.

14.10. Captions, headings and illustrations: The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of perusal only, and in no way define, limit or describe the scope or intent of the request.

14.11. Contract claims or controversies: The requirements of the Arizona procurement rules and code shall govern any contract awarded as a result of this solicitation, as well as any contract claims or controversies associated with it.

Formal contract claims and controversies between a member and contract vendor shall be resolved in accordance with R7-2-1155 through R7-2-1159, or ARS, Title 41, Chapter 23, Article 9, as applicable. The member's authorized representative shall serve as the district representative for resolution of such claims and controversies. ARS, Title 41, Chapter 23, Article 9 and the rules promulgated under it, or R7-2-1155 through R7-2-1159, as applicable, provide the exclusive procedure for asserting a cause against the member under the contract.

14.12. Contract placed on hold: Mohave shall have the ability to place a contract on hold, if it is deemed necessary to address ongoing problems with an awarded contract. Details of the decision to place the contract on hold shall be provided in a written deficiency notice. A reasonable amount of time shall be provided to contract vendor to address issues in the written deficiency notice.

14.13. Definition of time: Periods of time, stated as a number of days, shall be in calendar days, not business days.

14.14. Eligible agencies: Any contract awarded from this solicitation shall be available to all Mohave members. Mohave members must have a current signed cooperative purchase agreement. Member is defined as a local or public procurement unit, or a governmental public entity that is a political subdivision for purposes of federal income tax, or a nonprofit educational or public health institution that is a political subdivision for purposes of federal income tax or meets the requirements of Section 115 of the Internal Revenue Code. Mohave has approximately 450 members including public school districts, community colleges, city and county governments and political subdivisions throughout Arizona. A list of members may be found on Mohave's website, www.mesc.org. Actual use of any contract will be at the sole discretion of Mohave's members.

14.15. Novation: If contract vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Mohave reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contract vendor.

14.16. Order of precedence: In the event of a conflict in the provisions of the contract as accepted by Mohave, the following order of precedence shall prevail:

1. Special terms and conditions
2. General terms and conditions
3. Scope of work and specifications
4. Attachments and exhibits
5. Documents referenced or included in the solicitation

14.17. Pricing extension errors: In case of error in extension of prices in the offer, unit prices shall govern.

14.18. Proposal opening: Proposals shall be opened immediately following the proposal due date and time. The name of each offeror shall be publicly read and recorded in the presence of witnesses. All information in the proposals shall remain confidential until after award of contracts, with the exception of review by Mohave staff and selected evaluators.

14.19. Relationship of the parties: Contract vendors receiving contracts under this solicitation are independent contractors. Any party to the contract shall not be deemed to be the employee of another party to the contract.

14.20. Removal from prospective bidders list: Any offeror submitting a perfunctory proposal with no serious intent of being accepted may be removed from Mohave's prospective bidders list. Any vendor not responding to two (2) consecutive Requests for Proposal for similar procurements may be removed from the prospective bidders list for those items or services. A "no bid" response or request to remain on the list is sufficient to keep a vendor on the prospective bidders list.

14.21. Severability: The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract, which may remain in effect without the invalid provision, or application.

14.22. Successful performance: The sections of the solicitation defining the scope of services, requirements, qualifications, etc., are not to be construed as a complete listing that exempts successful offeror from reasonable services required to ensure successful performance under the contract.

14.23. Title: Purchase orders placed under this contract are on behalf of Mohave's members. As such, title to goods passes directly from contract vendor to member.

15. PAYMENT

15.1. Contacting member about payment: Contract vendor may contact member for payment for a product or service delivered to the member under the contract. Such contact shall be professional and courteous.

15.2. Contract vendor invoice: All invoices shall list the applicable member purchase order number and Mohave contract number. Contract vendor will invoice members directly. All transactions are payable in U.S. currency only. Contract vendor shall invoice member after delivery of goods and/or services. Goods and services shall be invoiced at applicable contract prices, which include Mohave's 1% administration fee. Invoice must include member purchase order number and Mohave contract number.

Mohave's administration fee is included in the invoice amount paid by the member. Contract vendor shall remit administration fee to Mohave monthly. Administration fee shall be calculated at .0099 of the subtotal amount. The Mohave administration fee shall not be calculated on ancillary charges (e.g. performance bonds, shipping, transaction privilege tax, transportation charges, mileage, lodging, meals and incidental expenses

15.3. Contract vendor payment: Member shall issue payment to contract vendor after receipt of invoice.

15.4. Correct invoicing: Contract products/services may not be invoiced greater than the purchase order. If incorrect invoices are discovered, contract vendor must correct invoices resulting in excess charges, no matter the cause of the error. Any excess payment must be returned to member within the time allowed by law, in the form of a check or credit memo, as determined by the member.

If a member is invoiced at less than contract prices, contract vendor will invoice the member for the difference unless Mohave approves the undercharge.

If contract pricing in effect on the contract has gone down between the time of the order and the invoice date, contract vendor may invoice at the current contract price.

15.5. Credit hold: Contract vendor agrees to advise Mohave's Procurement Manager of a member(s) being placed on credit hold, within five (5) days of the action.

15.6. Payment time: Payment terms are net thirty (30) days from receipt of contract vendor's invoice.

15.7. Prepayment: In accordance with the current Uniform System of Financial Records and ARS §15-905(N), prepayments may be requested on items that normally require prepayment in order

to be procured or to receive a discounted price. Items not meeting these prepayment specifications may be paid only after receipt of goods and services.

15.8. Quick pay discounts: Quick pay discounts may be offered to members, provided they have received the materials or services, and that such discounts are available equally to all members. Mohave must approve such discounts in writing and before they are offered to members.

15.9. Reporting and payment of administration fees to Mohave: The contract vendor agrees to provide a Reconciliation Report detailing activity under the contract, and payment for Mohave administration fees for invoices paid or Pcard transactions made in the previous month.

Purchases made with purchase orders: Items in the report must include member names, PO numbers, amounts, administration fees, invoice numbers, invoice dates and credit/return information for all invoices paid in the prior month.

Purchases made with Pcards: The report must be identified as Pcard (or as a credit card) when submitted. Items in the report must include member names, notation that the purchase was made with a Pcard, date of transaction, job number designation, amounts, administration fees, invoice numbers (if applicable), invoice dates (if applicable) and credit/return information for all invoices paid in the prior month. An electronic copy (e.g. PDF) of the detailed Pcard sales receipt, invoice, or quotation shall be provided for review.

Payment and report are due as per a schedule agreed upon by Mohave and contract vendor. The initial due date shall be the **10th, 15th, 20th, 25th or 30th** of the following month and will be specified in an award notification letter. If no invoices were paid under the contract in the previous month, the contract vendor will provide notice of no activity. A sample reconciliation report will be made available upon award of contract.

Make Mohave administration fees payable to Mohave Educational Services Coop., Inc. Payments shall be mailed to: 625 E. Beale St.
Kingman, AZ 86401

16. PREPARATION OF PROPOSAL and PROPOSAL FORMAT

16.1. Modification of proposal: An offeror may modify a proposal in writing at any time before proposal opening if the modification is received before the proposal due date and time at the location designated in the Request for Proposals for receipt of proposals.

16.2. Compliance with instructions: Offeror's ability to follow proposal preparation instructions in this solicitation will be considered an indicator of offeror's ability to follow instructions should it receive an award as a result of this solicitation. The quality of organization and writing reflected in the proposal will be considered to be an indication of the quality of organization and writing which would be prevalent if a contract is awarded. As a result, the proposal will be evaluated as a sample of data submission. Subjective judgment on the part of Mohave's evaluators is implicit in this process.

16.3. Cost of proposal preparation: Mohave will not reimburse the cost of developing, presenting, or providing any response to this solicitation.

16.4. Offeror responsibility: Offeror shall examine the entire solicitation, seek clarification of any item or requirement that may not be clear, and check all responses for accuracy before submitting proposal. Failure to examine any requirements shall be at offeror's risk. Negligence in preparing an offer confers no right of withdrawal after due date and time.

16.5. Proposal forms: The forms and format contained in the solicitation shall be used. Offerors may reproduce the forms and retype the information, but all of the required information must be presented in the tab order requested. Electronic or faxed proposals shall not be considered.

17. PRODUCT LINES

17.1. Current products: Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.

17.2. Discontinued products: If a product or model is discontinued by the manufacturer, contract vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

17.3. New products/services: New products/services must be submitted and approved by Mohave, prior to being offered to member. Mohave may reject any additions without cause. New products and/or services that meet the scope of work may be added to the contract. Contract vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Mohave may require additions to be submitted with documentation from members demonstrating an interest in, or a potential requirement for, the new product or service.

17.4. Options: Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

17.5. Product line: Offerors with a published catalog may submit the entire catalog. Mohave reserves the right to select products within the catalog for award without having to award all contents. Mohave may reject any addition of equipment options without cause.

18. PROTESTS

Protests shall be filed with Anita McLemore, the Director of Mohave Operations (the District Representative), and shall be resolved in accordance with Arizona Procurement rules and code, ARS, Title 41, Chapter 23, Article 9 and State Board Rules R7-2-1001 through R7-2-1196. *A protest must be in writing and must be filed with the Director of Mohave Operations at 625 E. Beale Street, Kingman, Arizona, 86401.* Protests based upon alleged improprieties in a solicitation shall be filed before the due date and time for responses to the solicitation. The interested party shall file the protest within ten (10) days after Mohave makes the procurement file available for public inspection. A protest filed on the tenth day must be received by 5:00 p.m., local Arizona time. The interested party may file a written request for an extension. The written request shall be filed before the time limit specified above and shall set forth good cause as to the specific action or inaction of Mohave that resulted in the interested party being unable to file the protest before the time limit specified above.

A protest shall be in writing and shall include the following information:

- The name, address and telephone number of the interested party;
- The signature of the interested party or the interested party's representative;
- Identification of the solicitation by contract number;
- A detailed statement of the legal and factual grounds of protest including copies of any relevant documents;
- The form of relief requested.

Should Mohave prevail in an appeal of a decision issued by the Director of Mohave Operations, appellant waives any objection to the hearing officer awarding Mohave its reasonable attorneys fees and costs along with the costs for the hearing.

19. RIGHT TO ASSURANCE

Whenever one party to the contract has a good faith reason to question the other party's intent to perform, he may demand that the other party give written assurance of its intent to perform. If a demand is made and no written assurance is given within ten (10) days, the demanding party may treat this failure as an anticipatory breach of the contract.

20. SAFETY STANDARDS

Items supplied under the contract shall comply with current applicable Occupational Safety and Health Standards of the Arizona Industrial Commission, National Electric Code, and National Fire Protection Association Standards.

21. SHIPPING

21.1. Shipping terms/transfer of title: Shipments shall be F.O.B. destination. Title and risk of loss of material shall not pass to member until member receives the material at delivery point, unless otherwise provided in the solicitation.

21.2. Shipment under reservation: Contract vendor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.

21.3. Shipping charges: Prices that include shipping to any location in Arizona, delivered to the specific receiving point identified in the purchase order, are preferred. If shipping is charged, it shall be that member is not charged more than the actual invoiced amount for shipping, and is prepaid by the contract vendor (PP&A). It is the member's responsibility to confirm shipping charges under the contract.

21.4. Shipping errors/risk of transportation: Shipping errors will be at contract vendor's expense. If contract vendor ships a product that was not ordered, contract vendor shall pay for return shipment at the convenience of member. All risk of transportation and all related charges shall be contract vendor's responsibility. Contract vendor shall file all claims for visible or concealed damage. Member will notify contract vendor promptly of any damaged goods and shall assist contract vendor in arranging for inspection.

22. SUSPENSION OR DEBARMENT STATUS

Offeror shall include a letter in its proposal notifying Mohave of any debarment, suspension or other lawful action taken by any federal, state or local government within the last five years that precludes offeror or its employees from participating in any public procurement activity. Such letter shall provide name and address of the public procurement unit, effective date, duration, and relevant circumstances of the suspension or debarment. Failure to supply such letter or not disclose all pertinent information shall result in cancellation of any contract. **Letter shall be placed after Tab 1a.**

23. TAXES

23.1. Federal Excise Tax: Most members are exempt from paying Federal Excise Tax.

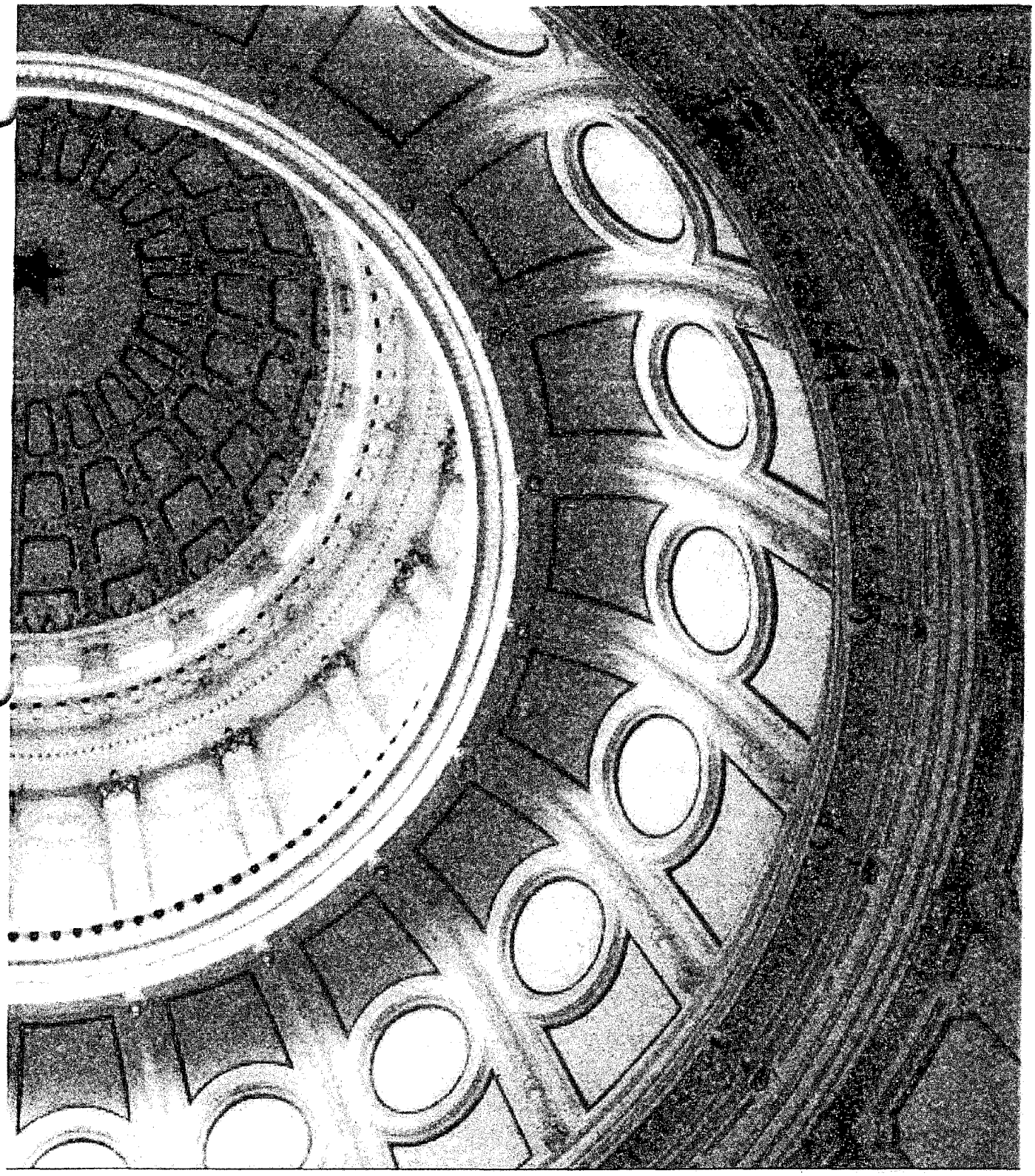
23.2. Payment of taxes: Member is responsible for payment of all taxes listed on the invoice. Contract vendor is responsible for collecting such taxes and shall forward all taxes to the proper revenue office.

23.3. Pre-tax prices: Prices shall not include applicable state and local taxes. All applicable taxes must be listed as a separate item on all invoices and will be paid by member issuing the purchase order.

23.4. Property taxes: Arizona public agencies may not pay state property taxes. (Arizona Constitution, Article 9, Section 2)

23.5. Reservation or tribal tax: If goods or services are subject to reservation or tribal tax, contract vendor shall include such taxes as a separate item on the original invoice to the member.

23.6. Transaction Privilege Tax (Sales Tax): Members may be liable for Arizona Transaction Privilege Taxes, which may include state, county and city taxes. Contract vendor is responsible for charging taxes correctly.



General Terms and Conditions
Acceptance Form

General Terms and Conditions Acceptance Form

Place after Tab 1c

Signature on Page 61 *certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).*
Check one of the following responses to the General Terms and Conditions:

☐ **We take no exceptions/deviations to the general terms and conditions.**

(*Note: If nothing is listed below, it is understood that no exceptions/deviations are taken.)*

☒ **We take the following exceptions/deviations to the General Terms and Conditions. All exceptions/deviations shall be clearly explained. Reference the corresponding General Terms and Conditions that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the General Terms and Conditions. Provide details on your exceptions/deviations below:**

(*Note: All requested exceptions/deviations must be clearly explained. Reference the specific language that you are taking exceptions/deviations to, detail any proposed substitute language, and clearly demonstrate how Mohave and its membership will be better served by the substituted language. Unacceptable exceptions/deviations shall remove your proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions/deviations and Mohave's decision shall be final.)*
Konica Minolta has included our exceptions and clarifications throughout our response. We respectfully request that the Mohave consider these exceptions and clarifications during the review and evaluation of our response. Konica Minolta reserves the right to negotiate all final terms and conditions for any resulting contract.

Konica Minolta shall have an equal voice in negotiations.

1.4. Cancellation for non-performance or contract vendor deficiency: Mohave may terminate any contract if members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. Mohave reserves the right to cancel the whole or any part of this contract due to failure by contract vendor to carry out any obligation, term or condition of the contract. Mohave may issue a written deficiency notice to contract vendor for acting or failing to act in any of the following:

- Failing to comply with the accepted terms and conditions of the contract;
- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving Mohave reason to believe that contract vendor will not or cannot perform the requirements of the contract;
- Performing work or providing products/services under the contract prior to receiving a Mohave reviewed member purchase order for such work.

Upon receipt of a written deficiency notice, contract vendor shall have ten (10) days to provide a satisfactory response to Mohave to adequately address all issues of concern. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this clause, all goods, materials and work paid for by the member, along with documents, data and reports prepared by contract vendor under the contract shall become the property of the member.

Note: See Best and Final Offer
For further details

Konica Minolta will agree to allow Mohave or Mohave Member to terminate this Agreement, in whole or in part, upon Konica Minolta's failure to cure a default of its service obligations provided Mohave or Mohave Member has provided Konica Minolta with 10 days written notice and the opportunity to cure.

1.5. Cancellation for replacement: Mohave reserves the right to cancel a contract awarded under this solicitation, if a new solicitation has been issued and a contract has been awarded to the same contract vendor for similar goods and services. Mohave may, at its option, either replace a contract resulting from this solicitation or delay a new award until the existing contract expires. The decision to delay or replace the contract rests solely with Mohave.
Clarification: Should it be determined that a pre-existing agreement was entered into between Konica Minolta and any Mohave Member, then the terms of any orders placed under said agreement shall not be affected by this Agreement.
Konica Minolta could transition the Mohave Member to this Agreement at the end of the affiliates/subsidiaries existing contract.
The parties shall negotiate future solicitations and/or contracts at the appropriate time.

2. CERTIFICATION
By signing the Offer and Acceptance Form (page 61 of the RFP), offeror certifies the following:

- Neither offeror, nor any officer, director, partner, member or associate of offeror, nor any of its employees directly involved in obtaining contracts with the State of Arizona, Mohave Educational Services Cooperative, Inc., or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.

Clarification: To the best of Konica Minolta's knowledge Neither offeror, nor any officer, director, partner, member or associate of offeror, nor any of its employees directly involved in obtaining contracts with the State of Arizona, Mohave Educational Services Cooperative, Inc., or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.

- Offeror agrees to comply fully with any and all provisions of ARS, Title 32, Chapter 10 (Registrar of Contractors) that may regulate offeror's business.

Clarification: Konica Minolta will comply with all laws applicable to it.

- Offeror and all proposed subcontractors comply and shall remain in compliance with the Federal Immigration and Nationality Act (FINA), all other federal immigration laws and regulations, ARS §41-4401, and ARS §23-214, which requires compliance with federal immigration laws by Arizona employers, Arizona contractors and Arizona subcontractors in accordance with the E-Verify employee eligibility verification program.

Clarification: Konica Minolta's eVerify number is 43978.

5.3. Most favored customer relationship: Nothing in this solicitation is intended to establish a most favored customer relationship between Mohave and contract vendor. Offeror agrees all prices, terms, warranties, and benefits granted by offeror to members through this contract are comparable to or better than the equivalent terms offered by offeror to any present customer meeting the same qualifications or requirements. Contract vendor may respond to any solicitation without regard to this contract. If contract vendor offers lower prices to any of its other customers, it may lower its prices to Mohave at the same time by written notice.
Konica Minolta has based our proposal on the information provided in this RFP. Our prices are based on substantially similar opportunities in size and scope of services.

8.2. Compliance with federal and state requirements: Contract vendor agrees, when working on any federally assisted projects with more than $2,000 in labor costs, to comply with the Contract Work Hours and Safety Standards Act, the Davis-Bacon Act, the Copeland "Anti-Kickback" Act, the Housing and Urban Development Act of 1968, and the Equal Opportunity Employment requirements as amended by Executive Order. In such projects, contract vendor agrees to post wage rates at the

work site and submit a copy of their payroll to the member for their files.

In addition, to comply with the Copeland Act, contract vendor must submit weekly payroll records to the member. Contract vendor must keep records for three years and allow the federal grantor agency access to these records, upon demand. Contract vendor also agrees to comply with State of Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on any projects funded with federal grant monies, contract vendor agrees to comply with the administrative requirements for grants and cooperative agreements to state, local and federally recognized Indian tribal government contract provisions.

The forms listed below are incorporated by reference into this solicitation and any resultant contract.

In such projects, contract vendor agrees to post wage rates at the work site and make a copy of its payroll available to the member for their files.

In addition, to complying with the Copeland Act, contract vendor shall make its weekly payroll records available to the member.

When working on any projects funded with federal grant monies, provided Mohave or Mohave Member have advised contract vendor that the project is funded with federal grant monies, contract vendor agrees to make reasonable efforts to comply with the administrative requirements for grants and cooperative agreements to state, local and federally recognized Indian tribal government contract provisions.

Where applicable, the forms listed below are incorporated by reference into this solicitation and any resultant contract.

10.1. General Indemnification: To the extent permitted by law, Mohave and its members shall be indemnified and held harmless by contract vendor for its vicarious liability as a result of entering into this contract. Each party to the contract is responsible for its own negligence. Contract vendor agrees to save and hold harmless Mohave and/or its members from any and all liability for loss or damage to persons or property arising out of the work required by the contract. Contract vendor further agrees to waive any right of recovery against Mohave and/or its members for damage to the property of contract vendor, whether caused by negligence on the part of Mohave and/or its members or otherwise. This provision includes specifically the waiver of right of recovery against Mohave and/or its members for fire damage to property under contract and not yet formally accepted by member even though said property at the time of loss may be occupied, in whole or in part, by member.
Konica Minolta agrees to indemnify and hold harmless Mohave or the Mohave Member, its officers, directors, employees and agents from all loss, liability, claims or expenses (including reasonable attorney's fee) arising from bodily injury, including death, or property damage to any person, unless caused in whole or in part by any negligent act, omission or the willful misconduct of Mohave or Mohave Members, its officers, directors, employees or agents.

13.2. Audit of contract activity: Mohave will audit some of the invoices made under this contract. The contract vendor agrees to provide all documentation necessary for Mohave to audit purchases made under contract, including invoices and credits issued to members, in a timely fashion.

The contract vendor agrees to make available all documentation reasonably necessary for Mohave to audit purchases made under contract, including invoices and credits issued to members, in a timely fashion. Any information disclosed as part of the audit shall be treated as confidential by Mohave.

14.5. Arbitration: After exhausting applicable administrative review, the parties to this contract may agree to resolve disputes arising out of or relating to this contract through arbitration, to the extent allowed by law.
After exhausting applicable administration review, the parties to this contract may agree to resolve disputes arising out of or relating to this contract through arbitration, to the extent allowed law, except for those matters relating to Mohave's failure to make a payment due under any agreement with the Contractor.

Note: See Best and Final Offer
For further details

14.7. Audit rights: In accordance with applicable Arizona law, contract vendor's and subcontractor's books and records related to this contract may be audited at a reasonable time and place, for five years after completion of the contract.
Mohave or Mohave Member shall have the right to audit the records in the possession or control of Konica Minolta in order to determine Konica Minolta's compliance with the terms and conditions hereunder, but only to the extent such records solely and directly relate to Konica Minolta's performance under this Agreement. The cost of such audit will be at the sole expense of Mohave or Mohave Member, and shall be conducted at the Konica Minolta location(s) where said records are maintained. All Konica Minolta information shall be considered confidential. Audits may be conducted no more than once per year, upon reasonable written notice to Konica Minolta, during Konica Minolta's normal business hours with minimal business disruption to Konica Minolta.

14.23. Title: Purchase orders placed under this contract are on behalf of Mohave's members. As such, title to goods passes directly from contract vendor to member.
Clarification: Konica Minolta agrees for the purchase option. However, if a Member chooses a Lease Option, hardware leased maybe secured through use of liens or other similar methods.

15.3. Contract vendor payment: Member shall issue payment to contract vendor after receipt of invoice.
Payment terms are Net 30 days from invoice date.

15.5. Credit hold: Contract vendor agrees to advise Mohave's Procurement Manager of a member(s) being placed on credit hold, within five (5) days of the action.
Konica Minolta will advise Mohave's assigned Contact Specialist of a Member(s) being placed on credit hold within five (5) days of Konica Minolta's Mohave Contact being informed of the Credit Hold.

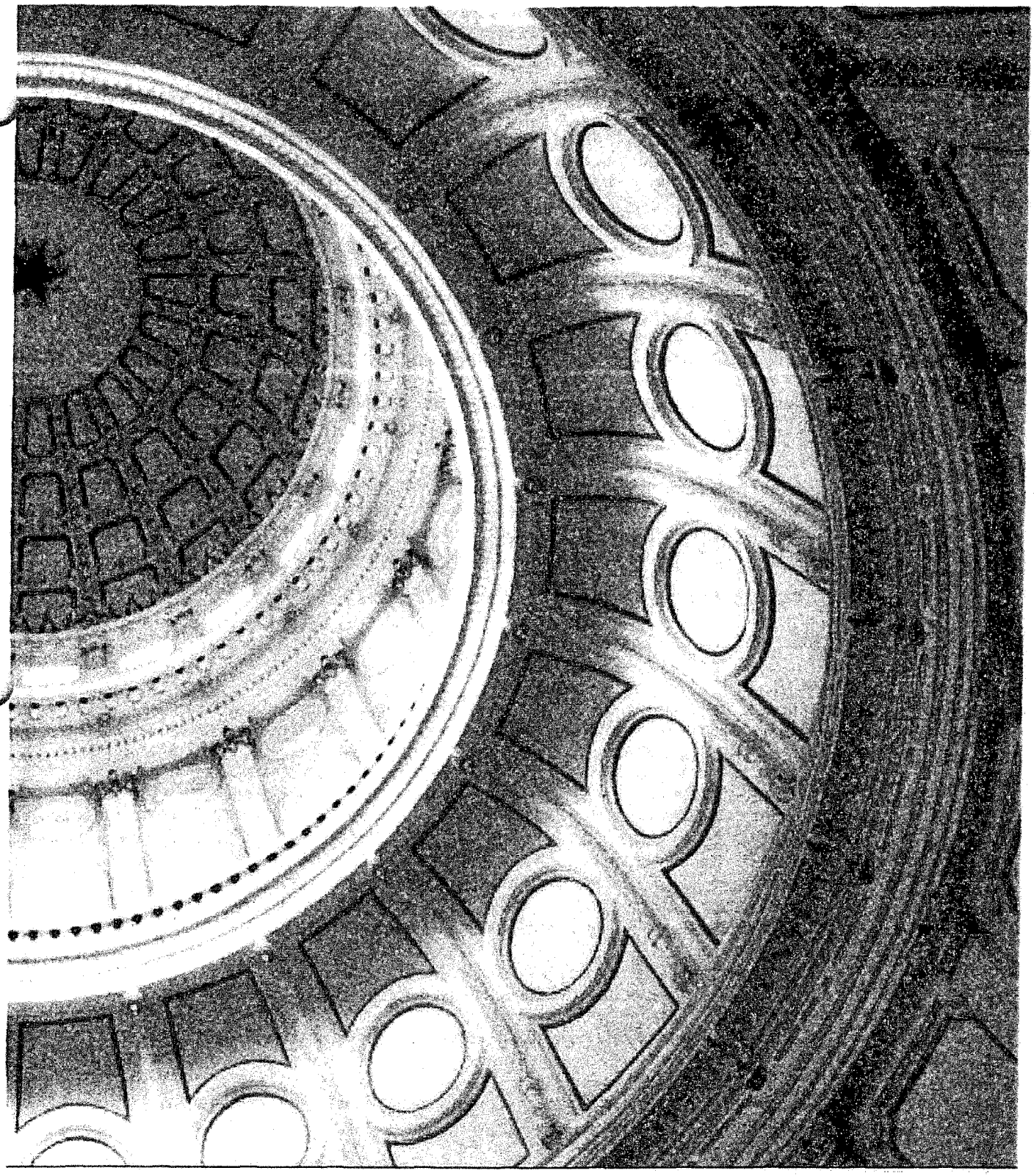
15.6. Payment time: Payment terms are net thirty (30) days from receipt of contract vendor's invoice.
Payment terms are Net 30 days from invoice date.

18. PROTESTS
Protests shall be filed with Anita McLemore, the Director of Mohave Operations (the District Representative), and shall be resolved in accordance with Arizona Procurement rules and code, ARS, Title 41, Chapter 23, Article 9 and State Board Rules R7-2-1001 through R7-2-1196. A protest must be in writing and must be filed with the Director of Mohave Operations at 625 E. Beale Street, Kingman, Arizona, 86401. Protests based upon alleged improprieties in a solicitation shall be filed before the due date and time for responses to the solicitation. The interested party shall file the protest within ten (10) days after Mohave makes the procurement file available for public inspection. A protest filed on the tenth day must be received by 5:00 p.m., local Arizona time. The interested party may file a written request for an extension. The written request shall be filed before the time limit specified above and shall set forth good cause as to the specific action or inaction of Mohave that resulted in the interested party being unable to file the protest before the time limit specified above.
A protest shall be in writing and shall include the following information:

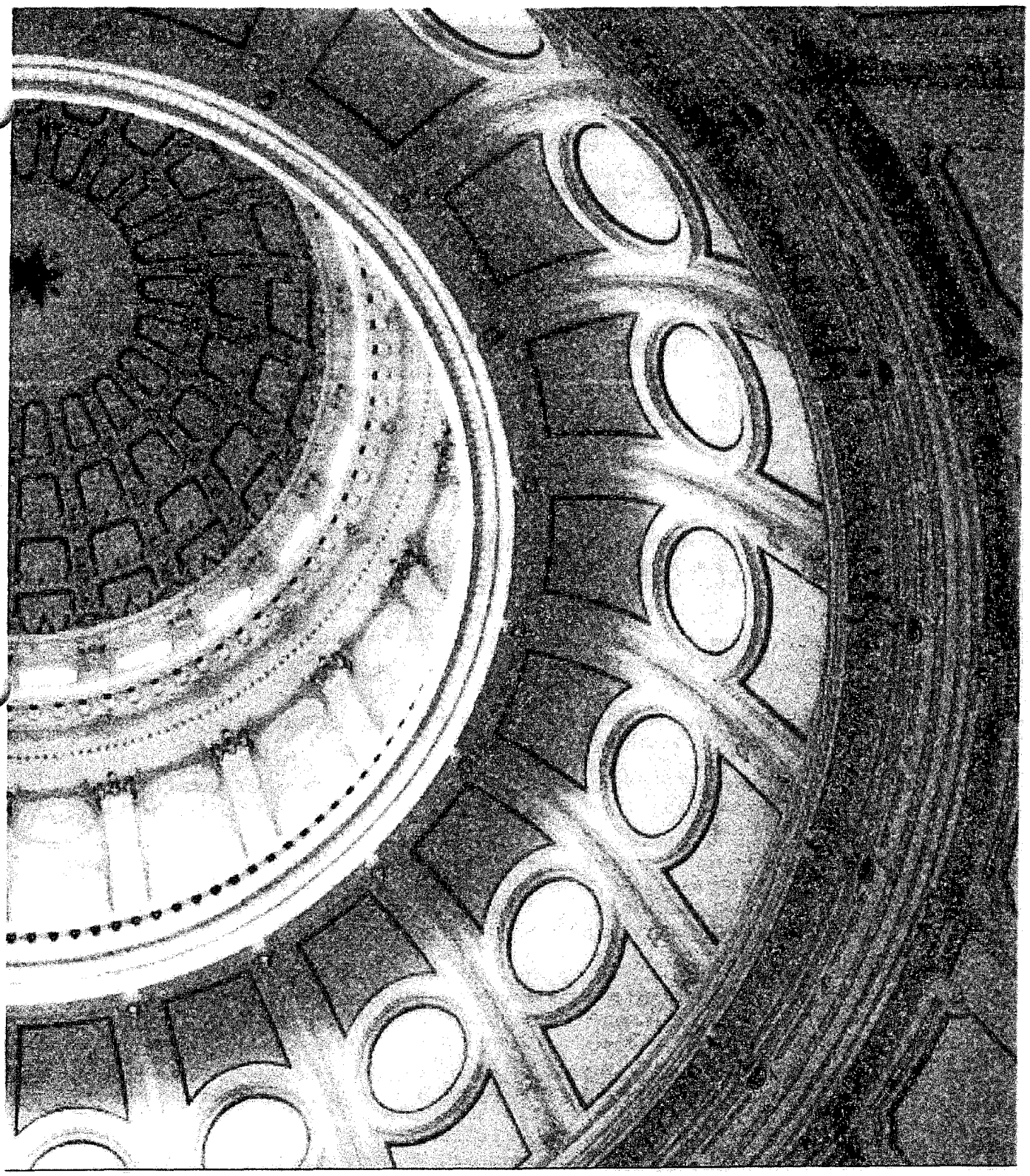
- The name, address and telephone number of the interested party;
- The signature of the interested party or the interested party's representative;
- Identification of the solicitation by contract number;
- A detailed statement of the legal and factual grounds of protest including copies of any relevant documents;
- The form of relief requested.

Should Mohave prevail in an appeal of a decision issued by the Director of Mohave Operations, appellant waives any objection to the hearing officer awarding Mohave its reasonable attorneys fees and costs along with the costs for the hearing.
Clarification: In any action, each party shall be responsible for its own attorney's fees and costs.

Note: See Best and Final Offer
For further details



Tab 1d–Completed Copy of Special Terms and Conditions, and Special Terms and Conditions Acceptance Form



Completed Copy of Special Terms

Special Terms and Conditions

Place after Tab 1d

The following Special Terms and Conditions are in addition to the General Terms and Conditions that appear on pages 45-58. Please review them and complete the *Special Terms and Conditions Acceptance Form* (page 44).

1. CONSTRUCTION

1.1. Construction: Contract vendor shall not perform any construction under this contract. For the purposes of this contract, construction is defined as: *The process of building, altering, repairing, improving or demolishing any public structure or building, or other public improvements of any kind to any public real property. Construction does not include:*

- *The routine operation, routine repair or routine maintenance of existing facilities, structures, buildings or real property.*
- *The investigation, characterization, restoration or remediation due to an environmental issue of existing facilities, structures, buildings or real property.*

1.2. Liens: All materials shall be free of liens.

2. DELIVERY

2.1. Default in one installment to constitute total breach: Contract vendor shall deliver conforming materials in each installment or lot under this contract and may not substitute nonconforming materials. Mohave reserves the right to declare a breach of contract if contract vendor delivers nonconforming materials to any member under this contract.

2.2. Defective goods: Contract vendor agrees to pay for return shipment of goods that arrive in a defective or non-operable condition. Contract vendor shall arrange for return shipment of damaged or defective goods.

2.3. Delivery time: Failure to deliver any order within the time frame specified on the purchase order may result in cancellation of that purchase order.

2.4. Improper delivery: If the goods or tender of delivery fail in any respect to conform to this contract, member may reject the whole, accept the whole, or accept any commercial unit or units and reject the rest.

2.5. Restocking fees: A restocking fee may only be charged on products ordered and delivered to member's site. Restocking fees in excess of fifteen percent (15%) shall not be allowed. Contract vendor may waive restocking fees. Shipping charges on returns must be identified. Restocking and return shipping charges shall be identified on the price workbook.

3. FORM OF CONTRACT

3.1. Contract vendor documents: Mohave will review prospective contract vendor documents. If a firm submitting an offer requires member to sign an additional agreement, a copy of the proposed agreement shall be included with the proposal.

If awarded a contract, any additional contract vendor's documents shall not become part of Mohave's contract unless, and until, an authorized representative of Mohave reviews and approves them.

3.2. Form of contract: The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and as required by the member, properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals.

3.3. Parol evidence: The contract represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

4. INSTALLATION

Installation shall be scheduled directly with the member and be done in a reasonable amount of time. Installation shall be in accordance with the manufacturer's instructions and shall be accomplished by skilled and properly licensed individuals.

5. INSURANCE

5.1. Deductibles: Contract vendor shall pay the deductibles required by the insurance provided under this contract.

5.2. Liability insurance: Prior to commencing services under this contract, contract vendor shall procure and maintain during the life of this agreement, comprehensive public liability insurance, to include automobile liability, providing limits of an aggregate amount of not less than $2,000,000. Evidence of the required insurance shall be provided by means of a current certificate of insurance with the coverage as stated above, with your proposal. Before any orders are processed under an awarded contract, contract vendor shall provide a certificate that names Mohave as the certificate holder. **Place after Tab 2b.**

In addition, contract vendor must be willing to provide, upon request, identical certificate of insurance to any member using this contract.

All insurance policies shall include a clause to the effect that the policy shall not be cancelled or reduced, restricted or limited until thirty days after the member and Mohave has received written notice, evidenced by a return receipt of a registered or certified letter, of the proposed action.

5.3. Scope of Insurance: Contract vendor's insurance shall provide adequate protection for contract vendor and contract vendor's subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations are by the insured or by anyone directly or indirectly employed by the insured. All insurance must be written by companies incorporated within the United States (exclusive of Territories or Possessions) and licensed or authorized to do business in Arizona.

5.4. Subcontractor insurance: Prior to commencing any work, any subcontractor shall procure and maintain at its own expense until final acceptance of the work, insurance coverage in a form and from insurers acceptable to the prime contractor. All subcontractors will provide workers' compensation insurance, which waives all subrogation rights against the prime contractor, member and Mohave.

5.5. Workers' compensation insurance: Contract vendor shall also procure and maintain during the life of this agreement, workers' compensation insurance for all of contract vendor's employees engaged in work under the contract. All workers' compensation insurance will be in compliance with state statute and evidenced by a certificate of insurance.

6. LEASES AND RENTALS

6.1. Additional fees: No additional fees will be assessed on the leasing portion of a purchase.

6.2. Availability of leasing: Leasing plans offered for the contract must be priced as specified in Tab 3. However, members shall have the right to choose a different leasing company. Leases with options to purchase must be described. Rental plans should not include end-of-rental-term buy out.

6.3. Lease requirements: Mohave must be apprised of member's intent to lease prior to processing a purchase order. Mohave will not collect monthly lease payments. Offeror agrees that leases will be in compliance with the Uniform Commercial Code. All terms of leasing must be included in the proposal, with interest rates described as a relation to a recognized index or standard acceptable to Mohave. Offeror must indicate if the shipping costs for return of leased or rented equipment is member's responsibility, and what that cost will be.

6.4. Sale or assignment of lease: No sale of a lease contract to a third party will be made without informing member of the transfer. If contract vendor sells a lease contract to a third party, the cost of return of the product must not be greater than the cost of return to the original contract vendor.

7. MAINTENANCE FACILITIES AND SUPPORT

It is preferred that each contract vendor should have maintenance facilities and a maintenance support system available for servicing products throughout Arizona, or the regions specified in their offerTrained and qualified technicians shall be available to cover all parts of the state, or specific regions within the state for regional offers. It is preferred that maintenance services are available within 24 hours. Maintenance facilities must have sufficient parts inventory to provide quality service on products sold to members

MANUFACTURER SUPPORT

Offerors submitting proposals as a manufacturer's representative must be able, if requested by Mohave, to supplement the offer with a letter from the manufacturer certifying that offeror is a bona fide dealer for the equipment offered, that offeror is authorized to submit an offer on such equipment, and which guarantees that should offeror fail to satisfactorily fulfill any obligations established as a result of the award of contract, the manufacturer will either assume and discharge such obligations or provide for their competent assumption by one or more bona fide dealers for the balance of the contract period.

8. MEMBER AGREEMENTS

Some members may request the addition of specific requirements that would apply to products and services purchased under an awarded contract. These additional requirements shall be addressed through the use of an additional member agreement. In any agreement between the contract vendor and a member based on this contract, the terms and conditions of this contract shall prevail. Contract vendor and member must agree to all provisions in any additional agreements. If agreement requirements result in additional costs to the contract vendor, the contract vendor shall be entitled to direct reimbursement for these costs, in addition and separately to approved contract pricing. A copy of the additional member agreement shall accompany the member's purchase order.

9. OFFER ACCEPTANCE PERIOD

A proposal submitted in response to this solicitation shall be valid and irrevocable for one hundred fifty (150) days after specified due date and time.

10. OVERVIEW

10.1. Serial numbers: Offers shall be for equipment on which the original manufacturer's serial number has not been altered in any way.

10.2. Offeror qualifications: It is preferred that the offeror has extensive knowledge and at least three (3) years experience with the installation, maintenance and provision of the equipment, software or services offered. Mohave reserves the right to accept or reject newly formed companies solely based on information provided in the proposal and/or its own investigation of the company.

10.3. Order cycle overview:

For Procurements made with purchase orders:

1. Member forwards purchase orders to Mohave that lists the contract number, along with a copy of detailed contract vendor quote. Vendor listed on the purchase order is contract vendor.
2. Mohave reviews and emails member order with "*MESC Reviewed*" stamp, to contract vendor and member.
3. Contract vendor provides product/services.
4. Contract vendor invoices member.
5. Member pays contract vendor.
6. Contract vendor sends monthly Reconciliation Report to Mohave.
7. Contract vendor remits administration fee monthly, based on invoices paid.
8. Mohave audits selected invoices.

For Procurements made with Pcards:

1. Member purchases directly from contract vendor using a Pcard and forwards a copy of detailed contract vendor quote to Mohave (if applicable).
2. Mohave reviews and emails contract vendor quote with "*MESC Reviewed*" stamp, to contract vendor and member (if applicable).
3. Contract vendor provides product/services.
4. Contract vendor invoices member (if not previously paid with Pcard).
5. Member pays contract vendor (if not previously paid with Pcard).
6. Contract vendor sends monthly Reconciliation Report and copy of detailed Pcard transaction, invoice or quotation to Mohave.
7. Contract vendor remits administration fee monthly, based on Pcard purchases paid.
8. Mohave audits selected Pcard purchases.

10.4. Title: This contract includes products for software. As such, references to "title" passing in the general terms and conditions are interpreted as "right to use" or similar.

11. PRICING

11.1. Administration fee: Mohave's 1% administration fee shall be included in offeror's contract price. Contract vendor shall not add the administration fee to approved contract prices. The value of trade-ins or rebates shall not affect the amount of administration fee paid to Mohave.

11.2. Application of pricing: In Mohave's purchase order review process, the date Mohave receives a member purchase order or the date of a valid contract vendor's quote will generally be used to determine the contract pricing that is in effect for that order. The date Mohave receives a member purchase order will only be used to determine the contract pricing that is in effect for an order when a contract vendor's quote does not exist or is invalid. However, other factors may apply.

11.3. Basis for pricing: Contract pricing under this RFP must be based upon:

1. Percent of discount(s) off manufacturer's price list(s) or catalog(s);
2. Firm fixed price with economic adjustment (contingencies for economic price adjustment must be identified in the proposal). Mohave shall make the sole determination whether contingencies for economic price adjustments identified in your proposal are appropriate under an awarded contract; or
3. A combination of the above.

The price included in a catalog, price list, schedule or other form that:

- Is regularly maintained by a manufacturer, distributor or contractor;
- Is either published or otherwise available for inspection by customers; and/or
- States prices at which sales are currently or were last made to a significant number of any category of buyers or buyers constituting the general buying public for the materials or services involved.

Established catalog price is referred to as manufacturer's price list, price list, or catalogs throughout this solicitation.

11.4. Catalogs/price lists: A copy of the latest edition of the price list or catalog to which discount shall be applied shall be included with proposal. Include a copy of the latest edition of all applicable price lists or catalogs to which discount shall be applied with your proposal. Submission of outdated price lists or catalogs may result in rejection of proposal.

11.5. Combination pricing: Offers for combination contracts shall clearly identify items covered by discount(s) and those with fixed prices. Prices for such contracts shall be adjusted as identified for the appropriate contract type above.

11.6. Decimal places: Pricing shall use a maximum of three (3) decimal places, unless specified otherwise.

11.7. Discounts: Discounts must clearly identify the percent of discount to apply to the price list. If multiple discounts apply, offeror shall clearly indicate the discounts and applicable materials or

services. Offeror shall agree that there will be no reduction in discount(s) during the term of contract.

11.8. Effect of price: *No contract shall be awarded solely on the basis of price.*

11.9. Fixed prices: Fixed price bids shall include prices for any and all items. Fixed prices shall be firm until each anniversary date of the contract, unless there is an occurrence of one or more allowable economic price adjustment contingencies (raw material, fuel or other surcharges) *outlined in the proposal. If allowable price adjustment contingencies occur, contract vendor* may submit a fully documented request for price adjustment to Mohave. The documentation must substantiate that any requested price increase was clearly unpredictable at the time of submittal and results from an increased cost to contract vendor that was out of contract vendor's control.

11.10. Fixed price review: Mohave shall review requests for fixed price adjustments to determine if the new prices or another option is in the members' best interests. New fixed prices shall apply to the contract upon approval from Mohave. Price changes shall be a factor in contract renewal.

11.11. New catalogs/price lists: New price lists, workbooks and/or catalogs may be submitted for review throughout the term of the contract. Mohave will review new price lists, workbooks and/or catalogs to determine if the new prices or an alternative option is in the members' best interests. New price lists, workbooks and/or catalogs shall apply to the contract only upon approval from Mohave. New price lists workbooks and/or catalogs found to be non-competitive at any time during the contract may be grounds for terminating the contract. Any new catalogs/price lists shall meet requirements as stated in **Basis for pricing.**

11.12. Overcharges by antitrust violations: Mohave maintains that overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, contract vendor assigns to member any and all claims for such overcharges as to the goods or services used to fulfill the contract.

11.13. Percent of discount as fixed price: Percent of discount offers that are not based upon published price lists or catalogs will be administered as fixed price contracts.

11.14. Price reduction and adjustment: Price reduction may be offered at any time during a contract and shall become effective upon notice of acceptance from Mohave. Price reductions (e.g. quantity discounts, time sensitive offers, bundles) must apply to all Mohave orders of similar size and scope. Price reductions limited to a single member are not acceptable. Special time-limited reductions are permissible under the following conditions: 1) reduction is available to all members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Mohave has approved the new prices prior to any offer of the prices to a member. Mohave shall be the sole judge on the acceptance of price reductions under an awarded contract.

11.15. Price workbooks: All offerors must complete the two (2) 15M Digital Copiers, Multifunctional Devices, 3D Printers, Supplies, Maintenance and Managed Print Services Workbooks titled **"15M Copiers, Multifunctional Devices WB.xlsx"** and **"15M Legacy Equipment, 3D Printers, Managed Print Services WB.xlsx".** Provide a CD, USB, or similar electronic media device with the completed workbooks in your response. Failure to complete and submit the two (2) Digital Copiers, Multifunctional Devices, 3D Printers, Supplies, Maintenance and Managed Print Services Workbooks shall render your proposal nonresponsive. ***Place after Tab 3a.*** If awarded a contract, all future pricing updates shall be based on the electronic workbooks, or similar approved format.

11.16. Reimbursement for transportation, mileage, lodging, meals and incidental expenses (M&IE): Contract vendor may charge for transportation, mileage, lodging and M&IE costs for employees that are required to travel to perform services at member site under this contract. An overnight stay is required for lodging reimbursement. Mileage reimbursement shall be at a specified rate. Transportation charges are separate from mileage, and may include airfare, car rental, etc.

Reimbursements under this section shall not exceed the rates listed in approved pricing, and shall not exceed the actual charge. To be eligible for reimbursement, estimated charges must be on the quote and approved by the member. Receipts for such reimbursements must be provided upon request from the member.

11.17. Travel/drive rates or mobilization: Contract vendor may charge for travel/drive rates or mobilization under this contract.

- Travel/drive rates are labor rates charged for time in transit to and from a job site, per person.
- Travel/drive rates may be used with mileage reimbursement, but shall be listed separately. Travel/drive rates are only applicable for out of area employees working in Arizona under this contract.
- Mobilization charges are for the movement of equipment to the jobsite. Charges under this section shall not exceed the rates listed in approved pricing. Such charges must be on the quote and approved by the member.

11.18. Special pricing offers: Special pricing offers (e.g., quantity discounts, time sensitive offers, bundles) must apply to all Mohave orders of similar size and scope. Special pricing limited to a single member is not acceptable. Mohave must approve special pricing before it is offered to any member.

12. SITE REQUIREMENTS

12.1. Cleanup: Contract vendor shall clean up and remove all debris resulting from their work as required or directed by member. Upon completion of the work, the premises shall be left in good repair and unobstructed condition.

12.2. Contract vendor employee fingerprinting: Contract vendor and its employees or subcontractors working under an awarded contract who are required to provide services on a regular basis at an individual school, shall obtain and present a valid Department of Public Safety fingerprint clearance card in accordance with ARS §15-512(H). The fingerprint card shall be issued pursuant to ARS, Title 41, Chapter 12, Article 3.1. Charges for such fingerprint checks will be the responsibility of the contract vendor, subcontractor or individual employee as determined by the member.

An exception to this requirement may be authorized in member's Governing Board policy, for persons who, "*as part of the normal job duties of the persons, are not likely to have independent access to or unsupervised contact with pupils.*"

Contract vendor and its employees or subcontractors shall not provide services on school district property until so authorized by the school district. Additionally, contract vendor shall comply with applicable governing board fingerprinting policy(ies) at the school district where services are provided.

12.3. Onsite contract vendor responsibilities: The contract vendor is responsible for ensuring that all onsite work performed under this contract meets or exceeds the OSHA standards, and is responsible for ensuring safe work performance of employees and subcontract vendors.

Contract vendor and its employees or subcontractors shall report accidents and incidents immediately to the member's responsible staff or its administration. The contract vendor is responsible for providing and obtaining appropriate medical and emergency assistance and notifying fire and law enforcement agencies, when necessary. Except for rescue and emergency measures, the scene of the accident or incident shall not be disturbed, and the operation shall not resume until authorized by the member's responsible staff or administration. The contract vendor must assist and cooperate fully with the investigation of the accident/incident and ensure availability of all information, personnel and data pertinent to the investigation.

For preemptive purposes, contract vendor and its employees or subcontractors shall immediately report to the member's responsible staff or administration all areas of concern that could potentially lead to accident or injury.

12.4. Preparation: Contract vendor shall not begin a project for which member has not prepared the site. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

12.5. Registered sex offender restrictions: For work to be performed at an Arizona school, contract vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contract vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the member's discretion.

12.6. Safety measures: Contract vendor shall take all reasonable precautions for safety on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contract vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to current state law and standard practices to protect workers, general public, and existing structures from injury or damage.

12.7. Smoking: Persons working under the contract shall adhere to current local smoking policies.

12.8. Stored materials: Upon prior written agreement between the contract vendor and member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the contract vendor against loss and damage. Contract vendor agrees to provide proof of coverage and/or addition of member as an additional insured upon member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of member and be separated from other materials. Member shall be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the member, it shall be the contract vendor's responsibility to protect all materials and equipment. The contract vendor warrants and guarantees that title for all work, materials and equipment shall pass to the member upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.

13. SUBCONTRACTORS –

13.1. Awarding subcontracts: Offeror agrees that any subcontract competitively solicited by contract vendor shall not be awarded solely upon membership or non-membership in a union or professional association.

13.2. Entering subcontracts: Subcontracts shall incorporate by reference the terms and conditions of the Mohave contract.

13.3. Prime contractor: Contract vendor shall be considered a prime contractor and not a subcontractor. Neither Mohave nor the member shall establish a contractual relationship with subcontractors.

13.4. Subcontracts: No subcontracts shall be entered into with any unlicensed party. Contract vendor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use complies with the current rules of the Arizona Registrar of Contractors and Arizona procurement rules and code. No subcontracting costs may be hidden in a cost proposal to member.

13.5. Subcontractor payment: Contract vendor agrees to pay subcontractors within seven days after receipt of payment from member, as required in Arizona procurement rules and code. If contract vendor receives any interest monies for delay of payment from member, contract vendor will pay subcontractor the correct proportion of interest received. Complaints by subcontractor may be resolved as described in Arizona procurement rules and code. Failure to

pay subcontractor for work faithfully performed and properly invoiced may result in the suspension or cancellation of this contract.

13.6. Use of subcontractors: Labor used to perform work under the contract shall permit the work to be carried on harmoniously and without delay, and that will not cause any disturbance, interference or delay to the progress of the project (e.g. engaging in strike, work stoppage, picketing, ceasing work due to a labor dispute). Subcontractor shall not employ anyone whose employment may be objected to by prime contractor, member or Mohave.

14. TERM OF CONTRACT AND EXTENSION

14.1. Contract period: It is Mohave's intent to award a multi-term contract for the specified materials, equipment and/or services. The initial contract term shall be for one (1) calendar year from the effective date of contract award. By mutual written agreement between Mohave and contract vendor, the contract may be extended for up to four (4) potential additional 12-month periods, beginning immediately after expiration of the prior term. However, no contract extension exists unless and until contract vendor is so notified by Mohave.

14.2. Contract extension: Conditions for contract extension may include, but are not limited to: contract usage, satisfactory performance of services during the preceding contract term, ability to continue to provide satisfactory services, continued adherence to the contract requirements, and continued competitive prices for the materials and services provided under the contract.

14.3. Month-to-month extensions: Mohave reserves the right to offer month-to-month extensions if that is determined to be in the best interests of members.

14.4. *TRADE-IN EQUIPMENT*

Member and contract vendor shall determine values placed on trade-in products. The value of trade-in shall not affect the amount of administration fee paid to Mohave. Trade-in equipment shall be dismantled and removed at contract vendor's expense. The condition of trade-in equipment at the time it is turned over to contract vendor shall be the same as when the original agreement was made, except for normal wear and tear from use between the time of the offer and trade-in.

15. WARRANTY/QUALITY GUARANTEE

15.1. Extended warranties contracts: The contract vendor or a manufacturer may offer extended warranties available at extra cost for members that agree to a maintenance contract. The extended warranty contract shall be offered as a separate line item.

15.2. Fitness: Contract vendor warrants that any equipment or material supplied to Mohave or its members shall fully conform to all requirements of the contract, all representations of contract vendor, and shall be fit for all purposes and uses required by the contract.

15.3. Inspection: The warranties set forth in this section shall not be affected by inspection or testing of, or payment for the equipment or materials to contract vendor by member.

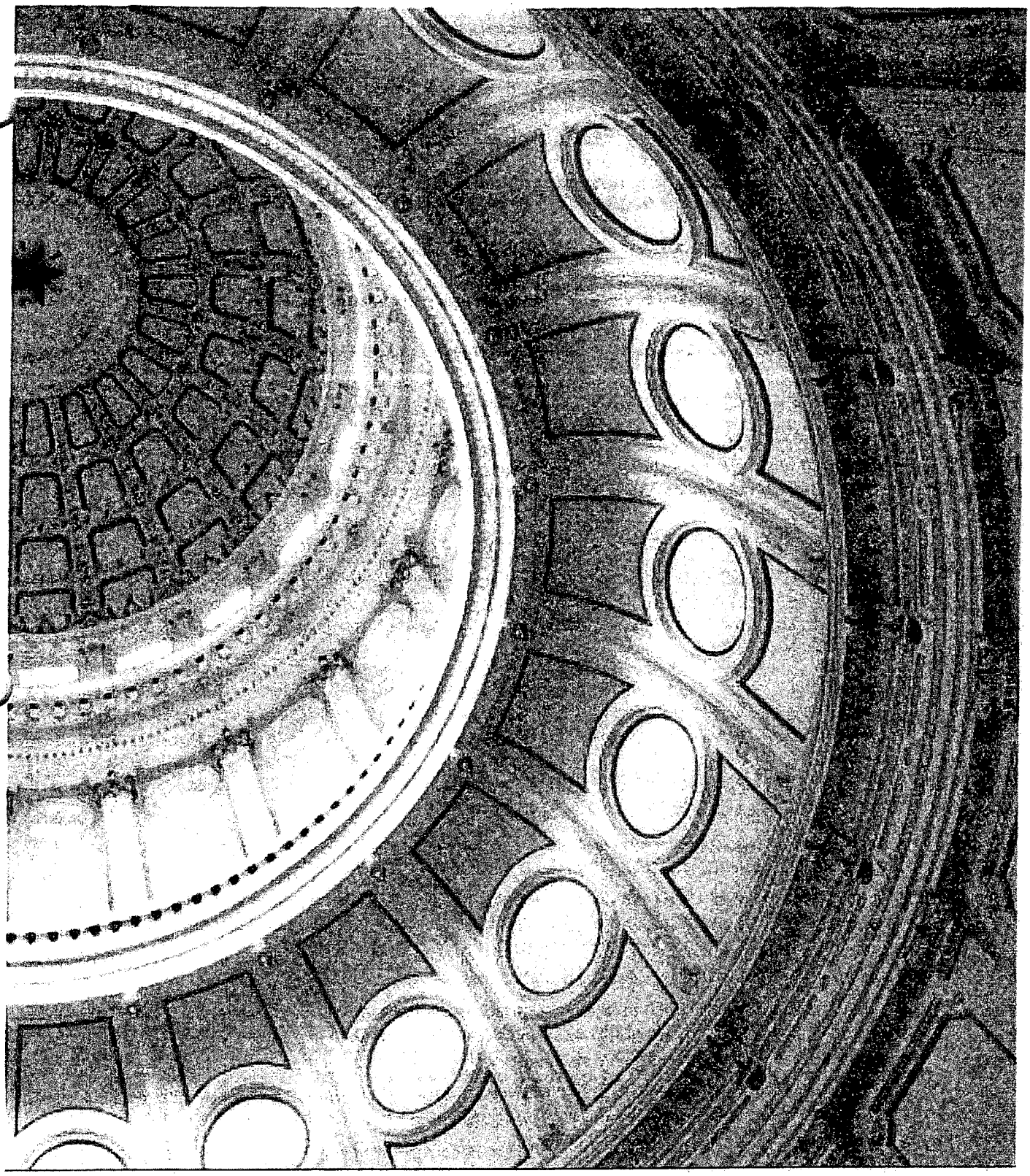
15.4. Quality: Unless otherwise specified, contract vendor warrants that for one (1) year after acceptance of the equipment or materials by member, they shall be:

- Of a quality to pass without objection in the industry or trade normally associated with them;
- Fit for the intended purpose(s) for which they are used;
- Of even kind, quantity and quality within each unit and among all units, within the variations permitted by the contract;
- Adequately contained, packaged and marked as the contract may require; and
- Conform to the written promises or affirmations of fact made by contract vendor.

15.5. Warranty requirements: Contract vendor warrants that all equipment, materials, and services delivered under this contract shall conform to the specifications. Unless stated otherwise, all equipment shall carry a minimum 90-day manufacturer's warranty that includes parts and labor. Contract vendor agrees to help member reach resolution in a dispute with the manufacturer over warranty terms. Any extended manufacturer's warranty shall be passed on to member without exception. Mohave reserves the right to cancel the contract if contract vendor

charges member for a replacement part that the contract vendor received at no cost under a warranty.

15.6. Warranty work: The contract vendor shall perform all warranty work and remain available to the member should continued service be required after warranty obligations are met.



Special Terms and Conditions
Acceptance Form

Special Terms and Conditions Acceptance Form

Place after Tab 1d

Signature on Page 61 certifies complete acceptance of the Special Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Special Terms and Conditions:

☐ **We take no exceptions/deviations to the Special Terms and Conditions.**

(*Note: If nothing is listed below, it is understood that no exceptions/deviations are taken.)*

☒ **We take the following exceptions/deviations to the Special Terms and Conditions. All exceptions/deviations shall be clearly explained. Reference the corresponding Special Terms and Conditions that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the Special Terms and Conditions. Provide details on your exceptions/deviations below.**

(*Note: All requested exceptions/deviations must be clearly explained. Reference the specific language that you are taking exceptions/deviations to, detail any proposed substitute language, and clearly demonstrate how Mohave and its membership will be better served by the substituted language. Unacceptable exceptions/deviations shall remove your proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions/deviations and Mohave's decision shall be final.)*

Konica Minolta has included our exceptions and clarifications throughout our response. We respectfully request that the Mohave consider these exceptions and clarifications during the review and evaluation of our response. Konica Minolta reserves the right to negotiate all final terms and conditions for any resulting contract.

Konica Minolta shall have an equal voice in negotiations.

1.1. Liens: All materials shall be free of liens.

Clarification: Konica Minolta agrees for the purchase option. However, if a Member chooses a Lease Option, hardware leased maybe secured through use of liens or other similar methods.

3.2. Form of contract: The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and as required by the member, properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals.

Clarification: Konica Minolta has provided our Standard Agreements in Section 4b of our response.

5.2. Liability Insurance: Prior to commencing services under this contract, contract vendor shall procure and maintain during the life of this agreement, comprehensive public liability insurance, to include automobile liability, providing limits of an aggregate amount of not less than $2,000,000. Evidence of the required insurance shall be provided by means of a current certificate of insurance with the coverage as stated above, with your proposal. Before any orders are processed under an awarded contract, contract vendor shall provide a certificate that names Mohave as the certificate holder. Place after Tab 2b.

In addition, contract vendor must be willing to provide, upon request, identical certificate of insurance to any member using this contract.

All insurance policies shall include a clause to the effect that the policy shall not be cancelled or reduced, restricted or limited until thirty days after the member and Mohave has received written notice, evidenced by a return receipt of a registered or certified letter, of the proposed action.

Note: See Best and Final Offer
For further details

Clarification: Konica Minolta 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 will be provided by Konica Minolta's insurance broker.

11.4. Title: This contract includes products for software. As such, references to "title" passing in the general terms and conditions are interpreted as "right to use" or similar.

This contract includes products for software. As such, references to "title" passing in the general terms and conditions are interpreted as "license to use" or similar.

13.3. Onsite contract vendor responsibilities: The contract vendor is responsible for ensuring that all onsite work performed under this contract meets or exceeds the OSHA standards, and is responsible for ensuring safe work performance of employees and subcontract vendors.

Contract vendor and its employees or subcontractors shall report accidents and incidents immediately to the member's responsible staff or its administration. The contract vendor is responsible for providing and obtaining appropriate medical and emergency assistance and notifying fire and law enforcement agencies, when necessary. Except for rescue and emergency measures, the scene of the accident or incident shall not be disturbed, and the operation shall not resume until authorized by the member's responsible staff or administration. The contract vendor must assist and cooperate fully with the investigation of the accident/incident and ensure availability of all information, personnel and data pertinent to the investigation.

Clarification: Konica Minolta will use commercially reasonable efforts to assist and cooperate with the investigation of the accident/incident and ensure availability of all information, personnel and data pertinent to the investigation, provided Konica Minolta shall not be required to disclose any of its, or its customers', proprietary or confidential information under the obligations resulting from this Agreement, unless pursuant to applicable law.

13.4. Preparation: Contract vendor shall not begin a project for which member has not prepared the site. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Clarification: The Member shall ensure that equipment is placed in an environment that conforms with the manufacturer's specifications and requirements and will bear all cost and expense for any additional necessities required for installation such as telephone and electrical wiring, remodeling, and noise and power filters. Any electrical work external to the equipment (i.e. associated peripheral equipment, power, transmission and phone lines, and modems) and equipment line cord is not covered by this Agreement. Once the equipment is delivered; risk of loss lies with the Member.

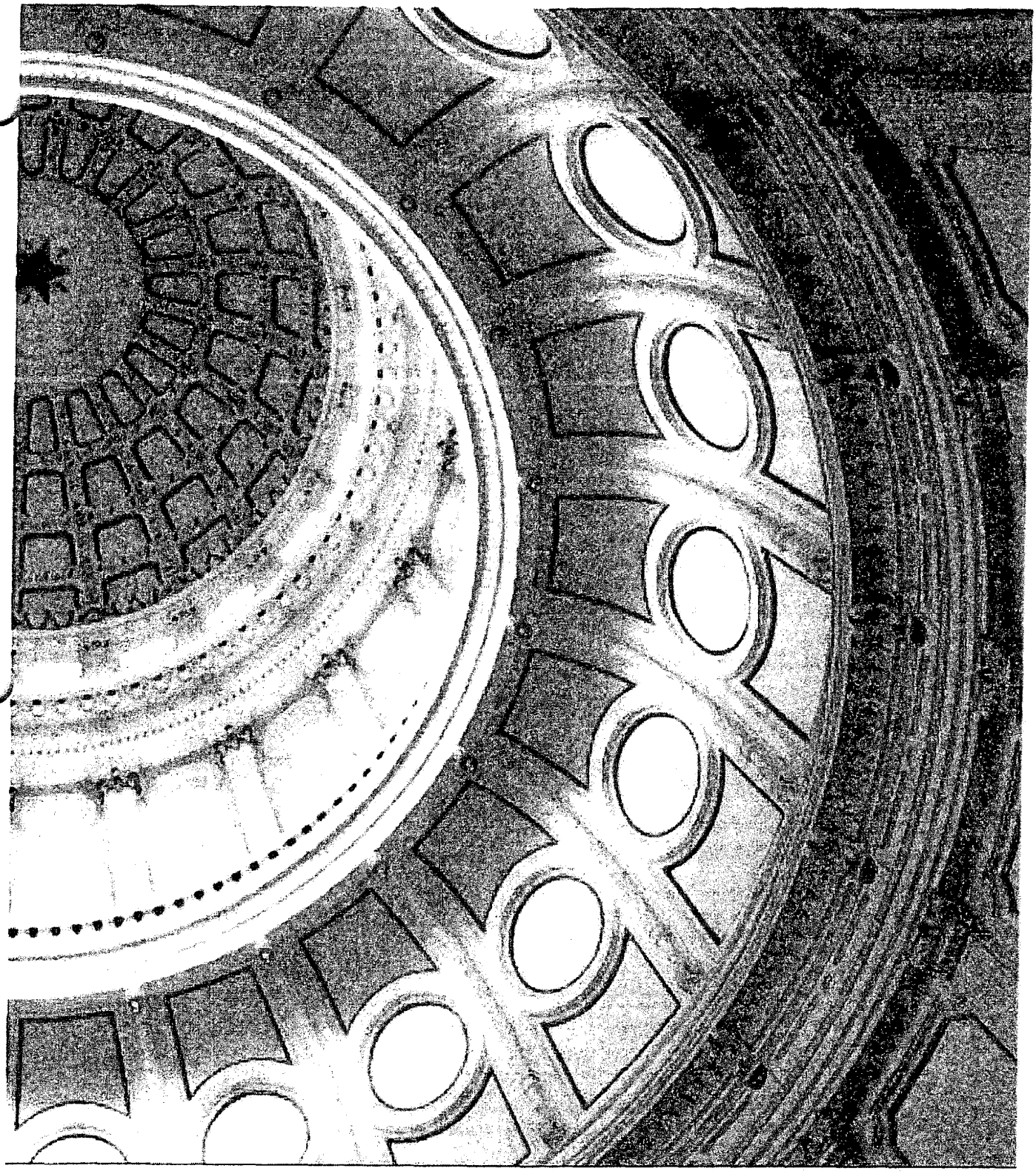
14.1. Use of subcontractors: Labor used to perform work under the contract shall permit the work to be carried on harmoniously and without delay, and that will not cause any disturbance, interference or delay to the progress of the project (e.g. engaging in strike, work stoppage, picketing, ceasing work due to a labor dispute). Subcontractor shall not employ anyone whose employment may be objected to by prime contractor, member or Mohave.

Clarification: Konica Minolta will attempt to replace, if possible, any Konica Minolta employees that Mohave or Mohave Member may find to be unacceptable. However, Konica Minolta has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Konica Minolta in the performance of the services hereunder.

16. WARRANTY/QUALITY GUARANTEE

As an alternative Konica Minolta would like to offer the members the ability to begin their maintenance/supply agreements upon delivery of the equipment. There can be an advantage to some members in beginning the contract immediately as it can simplify their procurement process.

Mohave Member's sole and exclusive guarantee shall be the Customer One Guarantee. Konica Minolta agrees to maintain the hardware covered by this guarantee in good operating condition, providing necessary maintenance, service, and repairs as specified by the terms of the written maintenance agreement. Should a workgroup unit be out of service for more than 16 consecutive business hours, or a production print unit be down for more than 24 consecutive business hours, due to maintenance needs, Konica Minolta shall provide a loaner unit of similar capabilities upon request by Mohave Member. Any unit that Konica Minolta determines cannot be properly repaired to manufacturer's specifications will be eligible for a replacement unit of substantially similar or greater capabilities, at no additional charge; provided, however, that the replacement unit may be other than new. We commit to this agreement to ensure your total confidence in our products.



Tab 1e – Scope of Work and
Specifications Acceptance Form

Scope of Work

Place after Tab 1e

1. DESCRIPTION

In order to gain economies of scale, Mohave is formally soliciting statewide sources of digital copiers, multifunctional devices, 3D printers, supplies, maintenance and managed print services. as specified within this Request for Proposal. These products and services are requested for Mohave's membership of approximately 450 public agencies. A current list of all members can be found on Mohave's website at www.mesc.org. Contracts, in whole or in part, shall be awarded to offeror, or offerors, for an initial one (1) year term and four (4) potential one-year extension options.

The scope of work and minimum specifications define the quality and characteristics of the desired materials and application. They are based upon specifications for known acceptable manufacturers, processes, materials and/or brands such as Canon, Konica Minolta, Ricoh, Toshiba and Xerox and/or equivalent quality products. The specifications are not intended to be exclusive or to restrict competition. Offerors may offer alternate solutions, including alternate manufacturers, which meet the quality and performance characteristics in the specifications. Mohave shall review such offers and be the final judge on the acceptance of any alternate solutions.

Five contract vendors hold Mohave's current contracts for the specified products and services. Activity under the contracts from 1/27/11 through 12/31/15 was $34,789,388, and year to date activity (as of the publication date of this RFP) is $5,499,001. This information is provided as an aid to offerors in preparing proposals only. It is not to be considered a guarantee of volume under an awarded contract. The discount and pricing schedule shall apply regardless of the volume of business under the contract.

2. ESTIMATED TIMELINE OF EVENTS

Mohave has developed the following estimated timeline of events related to this formal solicitation. All dates are subject to change as required and at the sole discretion of Mohave.

EVENT	ESTIMATED DATE
Request for Proposal Issued	August 21, 2015
Pre-proposal Conference Held	September 2, 2015 at 10:30 a.m. (local AZ time) Conference Call – Audio Only Pre-proposal conference will be held utilizing *MeetingBridge* telephone conferencing. Please contact Mohave for reservation details.
Deadline for Questions	September 17, 2015 at 5:00 p.m. (local AZ time)
Published RFP Due Date and Time	September 24, 2015 at 3:00 p.m. (local AZ time) 625 East Beale Street, Kingman, AZ 86401
Public Opening of Proposal	September 24, 2015 at 3:00 p.m. (local AZ time)
Notice of Intent to Award (*estimated date only*)	December 15, 2015
Execution of Contract(s) (*estimated date only*)	January 28, 2016

3. SUBMISSION OF PROPOSALS

3.1. Proposals should provide straightforward, concise information that satisfies the requirements. Expensive bindings and/or color displays are not necessary. Emphasis should be placed on conformity to the specifications and terms and conditions, as well as the completeness and clarity of the submittal content.

3.2. The offeror must submit a proposal following information detailed in the *Instructions to Offeror and Checklist.*

4. CONTRACT TYPE

The term contract shall be a percent of discount off manufacturer's price list or catalog, fixed price, or a combination of both with indefinite quantities.

5. AWARD CRITERIA

The weighted award criteria for this solicitation, in relative order of importance, are as follows:

Award(s) shall be made to the responsive and responsible offeror(s) whose proposal(s) are determined in writing to be most advantageous to Mohave for its members.

Responsive and responsible offeror(s) shall provide the following requirements:

1) Offer and Acceptance, Terms and Conditions, Scope of Work and Specification Documents: Offer and Acceptance, amendments (if any), acceptance of General and Special Terms and Conditions, Scope of Work, Specifications with exceptions/deviations noted;

2) Required Information: Complete response to the Method of Approach and Qualification and Experience pages, references (past performance information), certificate of insurance, company financials;

3) Pricing Information: Discount summaries, two electronic workbooks, leasing documents and/or pricing documents, mobilization and transportation costs (travel/drive rates, airfare, car rental, mileage, lodging, M&IE), pricing methodology; volume discounts;

4) Total Life Cycle Costs: Life cycle costs provided in the price workbook;

5) Product Lines: Manufacturers and product lines offered in the price workbook;

6) Primary Contract Documents: Completed primary contract documents, support and maintenance information, sample supplemental agreements;

7) Additional Information: Checklist form, descriptive literature and supporting printed data, additional information.

References and definitions used:

Electronic Product Environmental Assessment Tool **(EPEAT®)**: www.epeat.net

Energy Star®: www.energystar.gov

Family Educational Rights and Privacy Act **(FERPA)**:
www2.ed.gov/policy/gen/guid/fpco/ferpa/students.html

Health Insurance Portability and Accountability Act **(HIPAA)**: www.hhs.gov/ocr/privacy/

Underwriters Laboratories **(UL)**: www.ul.com

Definitions

- *3D Printer:* 3D printing is a process of making three-dimensional solid objects from a digital file by laying down successive layers of material until the object is created.
- *Authorized Dealer:* A manufacturer's authorized sales and service center certified by the manufacturer to sell manufacturer's products, perform installation, and provide maintenance services.
- *Automatic Duplexing:* The ability to automatically copy on both sides of a page.
- *Automatic Document Feeder:* A device that holds a stack of originals and feeds them automatically, one at a time, to the exposure glass for copying.
- *Bioplastics:* Type of plastic that is derived from biological materials such as corn.
- *Digital copier:* Scanner that can utilize either a CCD (charge-coupled device) or CIS (contact image scanner) to make copies of an original. Documents can be stored for on-demand printing.
- *Duplex:* Copying on both sides of a page.
- *Energy Star®:* An energy efficiency approval from the U.S. Environmental Protection Agency.
- *Finisher:* Allows copied sets to be automatically delivered, stapled and stacked in the offset tray.
- *Hard Drive Data Overwrite Security System (DOSS):* Allows user to overwrite temporary data stored on the internal hard disk drive (HDD), by using a multiple pass overwrite process.
- *Hard Drive Encryption:* Ensures that documents stored on the HDD and reused multiple times are stored in a secure manner.
- *High-volume copier:* A copier that duplicates 60-89 copies per minute and suitable for over 45,000 to 125,000 copies per month.
- *Hard Drive Surrender:* Allows member to retain custody of the internal HDD before the unit is removed from their site.
- *Instant Fusing:* Technology usually involves specialized lamps or fusers that heat up much faster than traditional fuser mechanisms. Less heat is generated, which in turn reduces the energy used.
- *Legacy Equipment:* Legacy equipment no longer available for sale, but is supported with warranty maintenance plans, spare parts and supplies.
- *Low-volume copier:* A copier that duplicates up to 20 copies per minute and approximately 2,000 to 6,500 copies per month.
- *Manufacturer:* A vendor that markets new or newly remanufactured units as an OEM; companies that contract with an OEM to manufacture a unit under their nameplate will be considered a relabeler manufacturer.
- *Mid-volume copier:* A copier that duplicates 21-59 copies per minute and a maximum of 6,500 to 45,000 copies per month.
- *Multifunctional device:* A digital copier that also may serve as a copier, facsimile/fax machine, network fax, network printer, printer and/or scanner as one piece of equipment, usually serving in a network environment.
- *Newly Manufactured Equipment:* Equipment that has been assembled for the first time that may contain no more than 20% used/recycled components.
- *OEM:* Original Equipment Manufacturer. Indicates the name of the actual manufacturer of the equipment.
- *Platen:* The glass area on which original documents are placed to be copied.
- *Production-volume copier:* A copier that duplicates 90 or more copies per minute and suitable for 100,000 to 1,500,000 copies per month.
- *Relabeler manufacturer:* Companies that have other manufacturers put their label on a copier. OEMs will be considered the actual company that makes the equipment.
- *Remanufactured Equipment:* Equipment that has been disassembled and then reassembled using new and/or recycled parts to bring the machine to an equal status with a new machine.
- *Remote diagnostic management:* The ability to extract a machine's condition over phone line/LAN/WAN to the copier.
- *Sorter:* A series of horizontal bins near the output tray of a copier that move up and down the side of the copier to collate pages in the order that they are outputted from the machine.
- *Used copiers:* A secondhand copier that has been refurbished for resale.

The above definitions are adapted from guides published by Buyers Lab, Inc. (www.buyerslab.com)

Gartner segment definitions were used to determine Low/Mid/High/Production volume, copies per minute and average monthly copier volumes. (www.gartner.com)

Specifications

Place after Tab 1e

SPECIFICATIONS

Compliance with specifications: The fact that a manufacturer, supplier or offeror chooses not to produce or provide equipment, supplies and/or services to meet the specifications will not be considered sufficient cause to adjudge the specifications as restrictive. Offerors shall offer equipment, supplies, and/or services they believe come closest to meeting specifications.

Deviations from specifications: Offerors will respond to each numbered specification by checking the appropriate "Comply" or "Deviate" box. "No Bid" items shall be marked as such in the appropriate "Deviate" box. Your exceptions/deviations must be clearly explained. Reference the specification that you are taking exceptions/deviations to, detail any proposed substitute language, and clearly explain how the exceptions/deviations meet or exceed specifications. Unacceptable exceptions/deviations shall remove your proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions/deviations and Mohave's decision shall be final. Details for exceptions/deviations shall be listed by specification number on the *Scope of Work and Specifications Acceptance Form.*

Partial proposals: Mohave will consider partial proposals for award of a contract.

Purpose of specifications: Specifications are designed to enable offeror to satisfy a requirement for a product, material, process, or service. A specification may be expressed as a standard, part of a standard, or independent of a standard. No specification is intended to limit competition by eliminating items capable of satisfactorily meeting the requirements of the procurement. If offeror believes a specification is unnecessarily restrictive, offeror shall notify Mohave of such prior to specified proposal due date and time.

Use of brand names: Brand names, trade names, model numbers, and/or catalog numbers may be used to describe the standard of quality, performance, and other characteristics needed to meet member requirements. Use of the name of a manufacturer, brand, make or catalog number is not intended to limit or restrict competition, nor does it restrict offeror from the submission of equivalent brands. However, Mohave reserves the right to decide whether alternatives are equivalent to the materials and equipment described in the solicitation. Mohave shall be the sole judge on the question of equivalent quality, and Mohave's decision shall be final.

	Specifications	Comply	Deviate*
1.1	**General Specifications**		
1.1.01	Contract vendor shall provide the following products and services including, but not limited to: base equipment; hardware accessories; software; consumable supplies; repair; maintenance services; equipment relocation; consultation and training.	X	
1.1.02	Base equipment and applicable options shall be offered to meet the minimum specifications in the RFP.	X	
1.1.03	Contract vendor shall provide maintenance services for equipment including, but not limited to: scheduled/preventative; emergency; leased and legacy equipment.	X	
1.1.04	Contract vendor shall consult with member prior to installation for all considerations necessary for installation of equipment including, but not limited to: networking; electrical; grounding; cabling; humidity and temperature requirements.	X	
1.1.05	Acceptance shall be at the time the equipment has been delivered, installed and made fully operational according to the manufacturer's specifications. The member shall have sole responsibility for acceptance or rejection of delivered and installed equipment. Title to the equipment shall pass to the member upon acceptance for purchased equipment.	X	

1.1.06	It shall be the responsibility of the contract vendor and member to discuss optional equipment capabilities (e.g. print, fax, scan and software) prior to initial equipment purchase. These pre-sale disclosure discussions are intended to ensure equipment capability and compatibility with existing or future software and/or network platforms. Final determinations to purchase equipment or options shall be at the sole discretion of the member.	X	
1.1.07	Used copiers (see page 6) are not allowed under an awarded contract.	X	
1.1.08	Contract vendor shall provide total satisfaction guarantee that allows the member to replace any equipment that is unsatisfactory during the replacement period.	X	
1.1.09	If a total satisfaction guarantee depends on the copier operating within the manufacturer's specifications, those specifications shall be included in the warranty. The specifications shall include, but not be limited to: copy quality, unacceptable number of jams, unacceptable number of service calls or down time.	X	
1.1.10	Contract vendor shall not offer copiers that use liquid toners.	X	
1.1.11	Remanufactured equipment shall be remanufactured by the OEM and shall be equal to the same quality standards as new equipment. Design changes that have been introduced since the original equipment was first produced are to be incorporated, including software or memory upgrades.		No Bid
1.1.12	Equipment shall include all necessary start-up supplies for initial operation except for paper. Supplies for initial operation shall be sufficient for the monthly copy rating for the equipment. Start up supplies shall be provided at the time of the delivery/installation/connectivity.	X	
1.1.13	Legacy equipment (see page 6) may be offered. Legacy equipment shall be added to the pricing workbook, as detailed in the Price Workbook Instructions (page 25-28) and in the price workbook.	X	
1.1.14	Delivery, installation and connectivity shall be included in the price of the equipment.	X	
1.1.15	Contract vendor shall be responsible for remote or onsite monthly meter readings for each equipment site. Remote meter readings may include online submission or electronic submissions via member approved network connection. Verbal meter readings relayed to the contract vendor from the member are also acceptable.	X	
1.1.16	Meter reports shall include, but not be limited to: machine serial number, meter reading, service call copies, and unusable copy count.	X	
1.2	**Digital Copiers and Multifunctional Devices - Security Specifications**		
1.2.01	Contract vendor shall provide a variety of options for data security for copiers and devices, documents, network and cloud-based connectivity including, but not limited to: encryption, erasure and overwrite capabilities.	X	
1.2.02	Regulatory and statutory compliance for security, as required by the member may include, but not be limited to: current applicable federal, state and local encryption standards; data overwrite software; FERPA and HIPAA.	X	
1.2.03	Contract vendor shall provide data security for each stage of the device's life cycle.	X	
1.2.04	Contract vendor shall discuss with the member what data security is embedded with the equipment or available as an add-on.	X	

1.2.05	A variety of options shall be available for hard disk drive security for units that are being removed from their site at the end of the ownership or lease period. These options shall include, but not be limited to: hard drive surrender, hard drive encryption, or hard drive data overwrite security system. Any charges for these options shall be clearly identified in the price workbook.	X	
1.3	**Leasing Requirements**		
1.3.01	Fair market value/operating leases and/or financing may be offered by the contract vendor or through a specified third party subcontractor. However, the member shall not be limited to using the contract vendor's lease or finance plan, and may use an alternative.	X	
1.3.02	If the contract vendor is offering leasing, the contract vendor shall fill out and include the *Digital Copiers, Multifunctional Devices, Facsimile/Fax, 3D Printer Machines Lease Price Sheets* located with the Price Workbook Instructions on page 29.		No Bid
1.3.03	Monthly lease payments shall be based upon a factor applied to the purchase price of the equipment. The lease factor shall remain firm throughout the contract. Alternate methods for determining lease payments may be offered, subject to approval by Mohave.		No Bid
1.3.04	Interest rates for financing shall be determined by applying a percentage to be indexed to U.S. Treasury Bills. Alternate methods for determining interest rates may be offered, subject to approval by Mohave.		No Bid
1.3.05	If leasing is offered, the capital value of the copier shall not be higher than the discounted price of the equipment on contract. The true annual percent of interest charged shall be clearly revealed to the member prior to any lease agreement being signed. Lease agreements shall clearly establish ownership rights at the end of the lease.		No Bid
1.3.06	Members are exempt from paying property tax, if the member has the title to the equipment during the lease. The member is subject to payment of property taxes if the lessor has title to the equipment, such taxes are assessed against the lessor, and the lessor notifies the member of such assessment. Contract vendor shall provided notification to the member that taxes are not included in the original lease payment amount and verification of the assessment.		No Bid
1.3.07	If information and pricing provided for leasing is not complete and/or unacceptable per Specifications 1.3.01 – 1.3.06 and in the *Digital Copiers, Multifunctional Devices, Facsimile/Fax, 3D Printer Machines Lease Price Sheets*, leasing may be removed from your offer under an awarded contract.		No Bid
1.4	**Copiers and Multifunctional Devices - Extended Maintenance Service Specifications**		
1.4.01	Contract vendor shall provide extended maintenance service for offered equipment for a minimum of five years.	X	
1.4.02	Extended maintenance contracts sold under this contract shall be available to begin on the day following the end of the warranty period. The extended maintenance service shall be priced as requested in the Price Workbook Instructions (page 25-28) and in the applicable price workbooks.	X	
1.4.03	For equipment originally awarded and sold through contracts awarded under RFP 10I-0930, extended maintenance service may be offered by the same contract vendor who held the previous contract. This extended maintenance service shall be priced as requested in the Price Workbook Instructions (page 25-28) and in the applicable price workbooks.	X	

1.4.04	Initiation of extended maintenance service shall be at the sole discretion of the member, and authorization to enter into maintenance service agreements shall be made solely upon issuance of a reviewed Mohave purchase order that references the applicable Mohave contract number.	X	
1.4.05	Extended maintenance service shall include equipment service in accordance with the manufacturer's recommended service schedules, as well as "will call" service. Routine or preventive maintenance service shall be performed on the dates and times scheduled by the contract vendor and member.	X	
1.4.06	Extended maintenance service pricing shall be inclusive of all labor, materials (other than excluded parts and/or supplies as identified in the price workbook), equipment, mileage, lodging, meals and incidental expenses (M&IE), and services required to maintain the equipment in accordance with the manufacturer's specifications.	X	
1.4.07	The preferred extended maintenance service pricing shall be on a cost per copy basis. If the cost per copy varies by monthly volume, the contract vendor shall provide all rates, corresponding copy volumes and minimum monthly charges, if applicable.	X	
1.4.08	Contract vendor shall have maintenance service facilities or have specific agreements in force with third party subcontractors to provide maintenance service to all regions of the state. Trained technicians shall staff each maintenance service facility and they shall have sufficient parts inventory to provide maintenance service.	X	
1.4.09	All warranty and maintenance service work performed under this contract shall be solely performed by manufacturer trained and qualified technicians.	X	
1.4.10	Contract vendor's response time shall be within four (4) working hours within fifty (50) miles of Flagstaff, Phoenix, Tucson and Yuma metropolitan areas. Contract vendor's response time shall be within eight (8) working hours of all other locations.	X	
1.4.11	Maintenance service shall be available 8:00 a.m. - 5:00 p.m. local Arizona time Monday-Friday, excluding holidays.	X	
1.4.12	All defective or unserviceable parts shall be replaced with OEM parts and carry the manufacturer's standard warranty.	X	
1.4.13	Use of independent copier supplies shall not void warranty or maintenance service agreements. Any claim by the contract vendor that equipment breakdown is the result of the use of independent copier supplies shall be supported by written documentation from the manufacturer and/or the servicing technician that clearly states how the independent supplies caused the breakdown.		X
1.4.14	Routine and preventive maintenance service shall include all cleaning, lubrication, adjustments, OEM parts and using the manufacturer's recommended service schedules. Member may purchase supplies used in preventive maintenance from the contract vendor, but is not required to do so.	X	
1.4.15	If a contract vendor is offering equipment that has software or upgradeable memory as a part of the unit, the contract vendor shall ensure that the most current OEM software or memory is installed at the time of delivery.	X	
1.4.16	OEM upgrades released during the first year of operation are to be installed within 45 days of release at no cost to the member. Upgrades of software and memory after the first year shall be available at no additional cost under the maintenance service agreement and installed within 45 days of release.	X	
1.4.17	Telephone help lines shall be available for the member to obtain technical assistance to correct minor equipment problems and operating questions. Such assistance shall be available 8:00 a.m. - 5:00 p.m. Monday-Friday, excluding holidays.	X	

1.4.18	Member shall have access to replacement equipment should equipment be out of service for more than 24 hours after arrival of a service technician. Replacement equipment shall be made available at no charge to the member and shall be available until the member's equipment is returned to service.		X
1.5	**Low-volume Digital Copiers and Multifunctional Devices (Low-volume Units) – General Specifications**		
1.5.01	Contract vendor shall offer low-volume units with a rated copy speed of up to 20 pages per minute single-sided and an average monthly volume of between 2,000 to 6,500 copies.	Minimum speed 21 PPM complies	X
1.5.02	Contract vendor shall offer low-volume units that are available as stand alone or multifunctional devices.	22 PPM Complies	X
1.5.03	Contract vendor shall offer low-volume units that are available with printer, scanner and fax configurations.	22 PPM Complies	X
1.5.04	Contract vendor shall offer low-volume units that use digital technology.	22 PPM Complies	X
1.5.05	Contract vendor shall offer low-volume units that use HDD for document storage.	22 PPM Complies	X
1.5.06	Contract vendor shall offer low-volume units that are available as tabletop and console models.	21 PPM Complies	X
1.5.07	Contract vendor shall offer low-volume units with scan once/print many features.	22 PPM Complies	X
1.5.08	Contract vendor shall offer low-volume units that allow for originals up to 8 1/2" x 14".	22 PPM Complies	X
1.5.09	Contract vendor shall offer low-volume units that allow for output up to 8 1/2" x 14".	22 PPM Complies	X
1.5.10	Contract vendor shall offer low-volume units that allow for monochrome and/or color scanning.	22 PPM Complies	X
1.5.11	Contract vendor shall offer low-volume units that allow for reduction/enlargement.	22 PPM Complies	X
1.5.12	Contract vendor shall offer low-volume units that provide automatic document feeder and automatic duplexing.	22 PPM Complies	X
1.5.13	Contract vendor shall offer low-volume units that use a stationary platen.	22 PPM Complies	X
1.5.14	Contract vendor shall offer low-volume units that have a minimum paper capacity of 250 sheets.	22 PPM Complies	X
1.5.15	Contract vendor shall offer low-volume units that allow for multiple stock outputs (e.g., labels and transparencies).	22 PPM Complies	X
1.5.16	Contract vendor shall offer low-volume units that include a bypass feeder.	22 PPM Complies	X
1.5.17	Contract vendor shall offer mid-volume units that have a storage capacity of 60 GB or under.	22 PPM Complies	X
1.5.18	Contract vendor shall offer low-volume units that allow the user to determine the number of copies.	22 PPM Complies	X
1.5.19	Contract vendor shall offer low-volume units that have networking capabilities.	22 PPM Complies	X
1.6	**Mid-volume Digital Copiers and Multifunctional Devices (Mid-volume Units) – General Specifications**		
1.6.01	Contract vendor shall offer mid-volume units with a rated copy speed of 21-59 pages per minute single-sided and an average monthly volume of between 6,500 to 45,000 copies.	X	
1.6.02	Contract vendor shall offer mid-volume units that use digital technology.	X	
1.6.03	Contract vendor shall offer mid-volume units that use HDD for document storage.	X	
1.6.04	Contract vendor shall offer mid-volume units that shall be available with printer, scanner and fax configurations.	X	
1.6.05	Contract vendor shall offer mid-volume units with scan once/print	X	

	many features.		
1.6.06	Contract vendor shall offer mid-volume units that allow for originals up to 11" x 17".	X	
1.6.07	Contract vendor shall offer mid-volume units that allow for output up to 11" x 17".	X	
1.6.08	Contract vendor shall offer mid-volume units that allow for monochrome and/or color scanning.	X	
1.6.09	Contract vendor shall offer mid-volume units that allow for reduction/enlargement (preset and zoom preferred).	X	
1.6.10	Contract vendor shall offer mid-volume units that provide automatic document feeder and automatic duplexing.	X	
1.6.11	Contract vendor shall offer mid-volume units that include a sorter/offset stacker.	X	
1.6.12	Contract vendor shall offer mid-volume units that include a finisher.	X	
1.6.13	Contract vendor shall offer mid-volume units that allow for multiple stock outputs (e.g., labels and transparencies).	X	
1.6.14	Contract vendor shall offer mid-volume units that use a stationary platen.	X	
1.6.15	Contract vendor shall offer mid-volume units that have a minimum paper capacity of 1,200 sheets.	X	
1.6.16	Contract vendor shall offer mid-volume units that have the ability to add paper supply trays or drawers.	X	
1.6.17	Contract vendor shall offer mid-volume units that include a bypass feeder.	X	
1.6.18	Contract vendor shall offer mid-volume units that have a minimum storage capacity a minimum of 60GB.	X	
1.6.19	Contract vendor shall offer mid-volume units that allow the user to determine the number of copies.	X	
1.6.20	Contract vendor shall offer mid-volume units that have copy auditing and user code options.	X	
1.6.21	Contract vendor shall offer mid-volume units that have networking capabilities.	X	
1.7	**High-volume Digital Copiers and Multifunctional Devices (High-volume Units) – General Specifications**		
1.7.01	Contract vendor shall offer high-volume units with a rated copy speed of 60-89 pages per minute single-sided and an average monthly volume of between 45,000 to 125,000 copies.	X	
1.7.02	Contract vendor shall offer high-volume units that use digital technology.	X	
1.7.03	Contract vendor shall offer high-volume units that use a HDD for document storage.	X	
1.7.04	Contract vendor shall offer high-volume units with printer, scanner and fax configurations.	X	
1.7.05	Contract vendor shall offer high-volume units with scan once/print many features.	X	
1.7.06	Contract vendor shall offer high-volume units that allow for originals up to 11" x 17".	X	
1.7.07	Contract vendor shall offer high-volume units that allow for output up to 11" x 17".	X	
1.7.08	Contract vendor shall offer high-volume units that allow for monochrome and/or color scanning.	X	
1.7.09	Contract vendor shall offer high-volume units that allow for reduction/enlargement (preset and zoom preferred).	X	
1.7.10	Contract vendor shall offer high-volume units that allow for automatic document feeder, automatic duplexing and single pass options.	X	
1.7.11	Contract vendor shall offer high-volume units that include a sorter/offset stacker.	X	
1.7.12	Contract vendor shall offer high-volume units that include a finisher.	X	

1.7.13	Contract vendor shall offer high-volume units that allow for multiple stock outputs (e.g., labels and transparencies).	X	
1.7.14	Contract vendor shall offer high-volume units that use a stationary platen.	X	
1.7.15	Contract vendor shall offer high-volume units that have a minimum paper capacity of 3,000 sheets.	X	
1.7.16	Contract vendor shall offer high-volume units that have the ability to add paper supply trays or drawers.	X	
1.7.17	Contract vendor shall offer high-volume units that include a bypass feeder.	X	
1.7.18	Contract vendor shall offer high-volume units that allow the user to determine the number of copies.	X	
1.7.19	Contract vendor shall offer high-volume units that have a minimum storage capacity of 250 GB.	X	
1.7.20	Contract vendor shall offer high-volume units that have copy auditing and user code options.	X	
1.7.21	Contract vendor shall offer high-volume units with networking capabilities.	X	
1.8	**Production-volume Copiers – General Specifications**		
1.8.01	Contract vendor shall offer production-volume copiers with a rated copy speed of 90 or more pages per minute single-sided and an average monthly volume of between 100,000 to 1,500,000 copies.	X	
1.8.02	Contract vendor shall offer production-volume copiers that use digital technology.	X	
1.8.03	Contract vendor shall offer production-volume copiers that use HDD for document storage.	X	
1.8.04	Contract vendor shall offer production-volume copiers with scan once/print many features.	X	
1.8.05	Contract vendor shall offer production-volume copiers that allow for originals up to 11" x 17".	X	
1.8.06	Contract vendor shall offer production-volume copiers that allow for output up to 12" x 18".	X	
1.8.07	Contract vendor shall offer production-volume copiers that allow for monochrome and/or color scanning.	X	
1.8.08	Contract vendor shall offer production-volume copiers that allow for reduction/enlargement (preset and zoom preferred).	X	
1.8.09	Contract vendor shall offer production-volume copiers that provide automatic document feeder, automatic duplexing and single pass options.		X- Production Print has no single pass feeder
1.8.10	Contract vendor shall offer production-volume copiers that include a sorter/offset stacker.	X	
1.8.11	Contract vendor shall offer production-volume copiers that include a finisher. The finisher shall allow for booklet printing, and shall allow user to fold, hole punch and staple copies.	X	
1.8.12	Contract vendor shall offer production-volume copiers that allow for multiple outputs (e.g., labels, transparencies and cover stock).	X	
1.8.13	Contract vendor shall offer production-volume copiers that use a stationary platen.	X	
1.8.14	Contract vendor shall offer production-volume copiers that has have a minimum paper capacity of 3,000 sheets.	X	
1.8.15	Contract vendor shall offer production-volume copiers that have the ability to add paper supply trays or drawers.	X	
1.8.16	Contract vendor shall offer production-volume copiers that include a bypass feeder.	X	
1.8.17	Contract vendor shall offer production-volume copiers that allow for	X	

	book copying.		
1.8.18	Contract vendor shall offer production-volume copiers that allow for photo, booklet and insert modes.	X	
1.8.19	Contract vendor shall offer production-volume copiers that allow the user to determine the number of copies.	X	
1.8.20	Contract vendor shall offer production-volume copiers that have a minimum storage capacity of 300 GB with 1 GB of RAM.	X	
1.8.21	Contract vendor shall offer production-volume copiers that have copy auditing and user code options.	X	
1.8.22	Contract vendor shall offer production-volume copiers units that have networking capabilities.	X	
1.9	**Copiers and Multifunctional Devices - Features & Options Specifications**		
1.9.01	Automatic features shall include, but not be limited to: exposure selection; magnification selection; shut-off; tray switching; and start.	X	
1.9.02	Selectable features shall include, but not be limited to: authorized user access control; book copy; booklet mode; color; copy control; covers; editing (mask/trim); energy-save; erase; image insert; image overlay; image repeat; image rotate; interrupt; job build; job programs; job time; language; margin shift; photo mode; poster mode; negative/positive reversal; scanning (to email, Internet fax, local mail boxes, network folders, document management systems); sheet insertion; stamping; timer; XY zoom; zoom range, 2-in-1, document storage to mail boxes, printing from external media (USB/flash drives) and web access for printing web-based information.	X	
1.9.03	Other options shall include, but not be limited to: security badge readers; software hooks for third-party software connectivity; enablers that automatically contact a service center for service repair; voice operation and guidance kit (for visually impaired users); remote operator's software kits and user interface; Braille label kits and accessibility handles.	X	
1.9.04	Optional web managed print output system shall collect statistical data for cost and control of printing jobs. System shall include capability to inform users of the most cost effective methods for printing. System shall print documents in a secure manner and shall also provide the ability to send documents to a centralized print center.	X	
1.9.05	Open architecture software is preferred.	X	
1.9.06	Mobile print options and features may be offered for smartphones, tablets and laptops.	X	
1.9.07	Copiers and multifunctional devices offered shall have a copy scan resolution of not less than 200 dpi.	X	
1.9.08	Color copiers in both ink jet and laser models are requested. Color copiers may be either single or multifunctional units.		X no ink jet
1.9.09	Color copier lines shall meet the applicable standards above for low-volume, mid-volume, high-volume and production-volume copiers.		X – minimum 22 PPM color
1.9.10	Color copiers shall have interchangeable color development units for single color copying, or push-button selection between two colors.	X	
1.9.11	Image scan destinations shall include, but not be limited to: e-mail, FTP, HDD, Internet fax, server message block or a specific URL.	X	
1.10	**Copiers and Multifunctional Devices – Connectivity Specifications**		
1.10.01	All units shall allow for connection to computer networks using Windows 8/10, Macintosh OSX 10.7 or higher, Linux, UNIX or other applicable operating systems. As computer network connections	X	

	evolve updated operating systems may be offered.		
1.10.02	Network interface shall allow for connection to common interface types including, but not limited to: 10BaseT, 10BaseTX or 100BaseT.	X	
1.10.03	Units shall allow for IP address filtering by an administrator.	X	
1.10.04	Units shall allow an option of DOSS firmware. This firmware feature shall allow for overwriting data on the hard drive one or more times.	X	
1.10.05	Units shall allow an option of HDD advance encryption. This feature shall allow for HDD advance encryption, adding a layer of protection.	X	
1.10.06	Network interface on units shall be either parallel, serial or USB as either standard or optional.	X	
1.11	**Facsimile/Fax Machines Specifications**		
1.11.01	Facsimile/fax machines shall be new. Remanufactured or reconditioned used models are not allowed.		No Bid
1.11.02	Facsimile/fax machines may be offered in black and white or color.		No Bid
1.11.03	Facsimile/fax machines shall be laser and use plain paper.		No Bid
1.11.04	Thermal faxes and machines that require paper rolls are not allowed.		No Bid
1.11.05	Facsimile/fax machines shall be compatible with the five basic standard communication codes used in North America (MH, MR, MMR, JBIG and JBIG2).		No Bid
1.11.06	Facsimile/fax machines shall have four basic resolutions: normal or standard, fine and superfine.		No Bid
1.11.07	Facsimile/fax machines shall have a modem speed of at least 14.4Kbps. Product lines with modem speeds up to 56 Kbps are preferred.		No Bid
1.11.08	Facsimile/fax machine standard memory shall hold a minimum of 30 pages. Product lines with additional memory models are preferred. Additional add-on memory or hard-drives for storage may be offered.		No Bid
1.11.09	Facsimile/fax machines shall have a minimum paper supply of 100 sheets.		No Bid
1.11.10	Facsimile/fax product lines that include network scanning, network faxing, scan to email, and multiple paper sizes are preferred. These features may be available as options.		No Bid
1.11.11	Facsimile/fax machines shall allow for "polling" another facsimile machine, which allows for transmitting of documents back to the polling unit.		No Bid
1.11.12	Features and options for facsimile/fax machines shall include, but not be limited to: platen for document scanning; transmission/reception via Internet; fax-to-email services; PC/Network connections; variable print speeds in pages per minute; variable resolutions; multifunctional capabilities (TWAIN and/or ISIS-compatibility); OCR capabilities; additional memory; network interface card and print controller.		No Bid
1.12	**Copiers and Multifunctional Devices - Remanufactured Specifications**		
1.12.01	All remanufactured copiers and multifunctional devices shall be remanufactured by the original manufacturer using certified technicians.		No Bid
1.12.02	The remanufacturing process shall include the complete disassembly of the machine and a thorough examination of its subassemblies and components.		No Bid
1.12.03	The remanufacturing copiers and multifunctional devices shall be cleaned and inspected to determine what shall be replaced.		No Bid
1.12.04	All parts that have exceeded their manufacturer-defined life cycle shall be replaced.		No Bid

1.12.05	Software shall be updated to include features and functions that match current models.		No Bid
1.12.06	Exterior panels shall be removed and refinished.		No Bid
1.12.07	Remanufactured machines shall carry a warranty that is equivalent to that offered by the OEM when the product was new.		No Bid
1.12.08	All remanufactured copiers and multifunctional devices shall meet current safety testing requirements.		No Bid
1.13	**Copiers and Multifunctional Devices - Services and Solutions**		
1.13.01	Contract vendor may provide software including, but not limited to: solutions that allow for management of networked devices; cloud based connectivity; documents that are scanned (scanned or printed); form preparation; OCR document control; reporting data; print management; and classroom administration which allows for document management (curriculum, test preparation and grading).	X	
1.13.02	Software solutions shall allow for the integration of all networked multifunctional devices; inventory control; billing and machine management; maintenance and oversight.	X	
1.13.03	Other services for copiers and multifunctional devices may be offered. Mohave shall make the sole determination as to whether additional offered services and solutions are appropriate under an awarded contract.	X	
1.13.04	Reports and performance metrics shall be available for the above services including, but not limited to: key performance indicator reports; management reports; monthly summary reports; and usage and cost data analysis reports.	X	
1.13.05	Contract vendor may provide document management services including cloud-based connectivity.	X	
1.13.06	Contract vendor may provide IT infrastructure consulting as related to copiers, multifunctional devices and cloud-based connectivity.	X	
1.13.07	Contract vendor may offer onsite copy center services, including but not limited to: management of a copy center for printing services; mailroom services; shipping and receiving management.	X	
1.13.08	Onsite copy center for printing services may include, but not be limited to: production print, commercial offset printing, graphic design, bindery and finishing activities.	X	
1.13.09	Onsite copy center for mail services may include, but not be limited to: mailroom management operations, shipping and receiving.	X	
1.13.10	Onsite copy center for imaging, records and document management may include, but not be limited to: back file and day-forward scanning, file room records management, and document management.	X	
1.13.11	Contract vendor shall work with the member to determine the level of onsite copy center services required including, but not limited to: identification of roles and responsibilities; member objectives and goals; reports; security management (devices, process and personnel); service agreements; key performance indicators; review and analysis of onsite copy center program reports; authorization for mail shipping/receiving; service improvement plans and escalation process for performance resolution.	X	
1.13.12	If the contract vendor has not performed to the agreed service level agreement/performance standards set between the member and the contract vendor, the member may cancel the onsite copy center services agreement.	X	
1.13.13	If information describing the service levels and pricing provided for onsite copy center services is not complete and/or unacceptable per Specifications 1.13.08 – 1.13.12 and in the applicable pricing workbook, onsite copy center services may be removed from an awarded contract.	X	

1.14	**Sustainability and Environmental Specifications**		
1.14.01	Products manufactured with sustainable, environmentally responsible techniques are preferred. These products shall be identified as such in printed or online marketing literature.	X	
1.14.02	Products offered under this contract shall meet the current applicable UL and Energy Star® standards.	X	
1.14.03	It is preferred that products offered under this contract meet current applicable silver or higher ratings for EPEAT®.	X	
1.14.04	Products utilizing toner-save modes and instant fusing lamps or fusers are preferred.	X	
1.14.05	Products manufactured utilizing bioplastics and recycled plastics (without the use of styrene) are preferred.	X	
1.14.06	Shipping materials made with 100% recycled cardboard are preferred.	X	
1.14.07	Services for members to recycle used toner and ink cartridges are preferred.	X	
1.15	**Managed Print Services (MPS) Specifications**		
1.15.01	The contract vendor may offer onsite and offsite MPS for single and multi-branded fleets including, but not limited to: desktop printers; copiers; multifunctional devices; large production machines; scanners; facsimile machines and consumables.	X	
1.15.02	Services requested include, but are not limited to: asset management; preventative maintenance; general repair; device upgrades; device relocation; supply management; energy audits and recommendations; environmental (carbon) footprint analysis and reports; electronic document management; back file scanning; document production; distribution; archiving, storage and retrieval services; system applications; help desk support; disposal of end-of-life equipment.	X	
1.15.03	Contract vendor shall provide personnel trained on several different brands of equipment including, but not limited to: desktop printers; copiers; multifunctional devices; large production machines; scanners and facsimile machines.	X	
1.15.04	Contract vendor shall work with the member to determine the level of services required including, but not limited to: identification of roles and responsibilities; member objectives and goals; reports; training of member employees; security management (devices, process and personnel); service agreements; key performance indicators; review and analysis of MPS program reports; service improvement plans and escalation process for performance resolution.	X	
1.15.05	If the contract vendor has not performed to the agreed service level agreement/performance standards set between the member and the contract vendor, the member may cancel the MPS agreement.	X	
1.15.06	Contract vendor may offer remote diagnostic management for monitoring and reporting on output for equipment, which has hardware and software capabilities.	X	
1.15.07	Contract vendor may provide consulting services for end-of-life or lease devices; however, the member shall have final approval of any recommendations including, but not limited to: recommended replacement of equipment, and contract and lease analysis.	X	
1.15.09	Contract vendor shall provide reports requested by the member including, but not limited to: asset management; inventory; downtime incidents; paper jams; supplies replenishment per machine/location; cost savings and service level achievement.	X	
1.15.10	If information describing the service levels and pricing provided for MPS is not complete and/or unacceptable per Specifications 1.15.01 – 1.15.09 and in the applicable pricing workbook, MPS may be removed from an awarded contract.	X	

1.16	**3D Printers Specifications**		
1.16.01	3D printer hardware, software, consumable and print materials (material used in finished printed product) are requested. The following types of models and applications may be offered including, but not limited to: concept; architectural; medical; functional prototypes; and classroom.	X	
1.16.02	Contract vendor shall provide 3D printer features and options including, but not limited to: variety of print materials; various mechanical properties; feature definition; various surface finishes; colored finished products; accurate visual appearances and precision; ability to print multiple parts nested horizontally and vertically; and the ability to recycle waste generated by print materials and consumables.		X
1.16.03	Color printing is requested for applications including, but not limited to: photos, graphics, logos, textures and text labels.	X	
1.16.04	3D software should be able to be used from any workstation on approved network and may include remote control and monitoring applications for tablets and smartphones.	X	
1.16.05	Contract vendor shall provide 3D software including, but not limited to: editing tool; part placement and orientation; layer thickness; material-specific build parameters; build time; and statistical process control.	X	
1.16.06	3D printers are requested to provide stable vertical build speeds, ability to print a specific part or to print specific part volume and post-processing steps.	X	
1.16.07	Educational and curriculum materials associated with 3D printers are requested.	X	
1.16.08	Contract vendor shall consult with member prior to installation for all considerations necessary for installation of equipment including, but not limited to: networking; electrical; grounding; cabling; humidity and temperature requirements.	X	
1.16.09	Contract vendor shall provide repair and maintenance services. The maintenance plans shall be priced as requested in the Price Workbook Instructions (page 25-28) and in the applicable price workbook.		X
1.16.10	Contract vendor may provide accessories necessary for operation of 3D printers including, but not limited to: UV curing equipment; 3D cameras; 3D scanners; cables; printer cleaning kits; filament spool mounts; removal tools; tape; stands and parts cabinets.	X	
1.17	**Training Specifications**		
1.17.01	The contract vendor shall provide training that shall assure proper use and utilization of purchased equipment.	X	
1.17.02	Contract vendor shall provide a variety of training methods including, but not limited to: onsite, web-based and webinars.	X	
1.17.03	The contract vendor shall furnish one set of manuals (in electronic, paper or online) for the required training with each equipment order.	X	
1.18	**Warranty Specifications**		
1.18.01	The minimum length of warranty required shall be a 90-day warranty, covering all parts and labor for copiers and multifunctional devices.	X	

***Exceptions/deviations must be listed on the *Scope of Work and Specifications Acceptance Form*. List the specification number for each exception/deviation.**

Scope of Work and Specifications Acceptance Form

Place after Tab 1e

Signature on page 61 certifies complete acceptance of the Scope of Work and Specifications in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Scope of Work and Specifications:

☐ **We take no exceptions/deviations to the Scope of Work and Specifications.**

(*Note: If nothing is listed below, it is understood that no exceptions/deviations are taken.)*

☒ **We take the following exceptions/deviations to the Scope of Work and Specifications. All exceptions/deviations shall be clearly explained. Reference the corresponding Scope of Work or Specifications that you are taking exceptions/deviations to. Provide details on your exceptions/deviations below:**

(*Note: All requested exceptions/deviations must be clearly explained. Reference the specific language that you are taking exceptions/deviations to, detail any proposed substitute language, clearly explain how the exceptions/deviations meets or exceeds specifications. Unacceptable exceptions/deviations shall remove your proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions/deviations and Mohave's decision shall be final.)*

Konica Minolta has included our exceptions and clarifications throughout our response. We respectfully request that the Mohave consider these exceptions and clarifications during the review and evaluation of our response. Konica Minolta reserves the right to negotiate all final terms and conditions for any resulting contract.

Konica Minolta shall have an equal voice in negotiations.

1.4.13 Use of independent copier supplies shall not void warranty or maintenance service agreements. Any claim by the contract vendor that equipment breakdown is the result of the use of independent copier supplies shall be supported by written documentation from the manufacturer and/or the servicing technician that clearly states how the independent supplies caused the breakdown.
The use of 3rd party supplies will render the maintenance agreement null and void.

1.4.18 Member shall have access to replacement equipment should equipment be out of service for more than 24 hours after arrival of a service technician. Replacement equipment shall be made available at no charge to the member and shall be available until the member's equipment is returned to service.
Should a workgroup unit be out of service for more than 16 consecutive business hours, or a production print unit be down for more than 24 consecutive business hours, due to maintenance needs, Konica Minolta shall provide a loaner unit of similar capabilities upon request by Mohave Member. Any unit that Konica Minolta determines cannot be properly repaired to manufacturer's specifications will be eligible for a replacement unit of substantially similar or greater capabilities, at no additional charge; provided, however, that the replacement unit may be other than new. We commit to this agreement to ensure your total confidence in our products.

1.5.01 Contract vendor shall offer low-volume units with a rated copy speed of up to 20 pages per minute single-sided and an average monthly volume of between 2,000 to 6,500 copies.
Konica Minolta Business Solutions low volume offering is 21 pages per minute. Volume requirements are met.

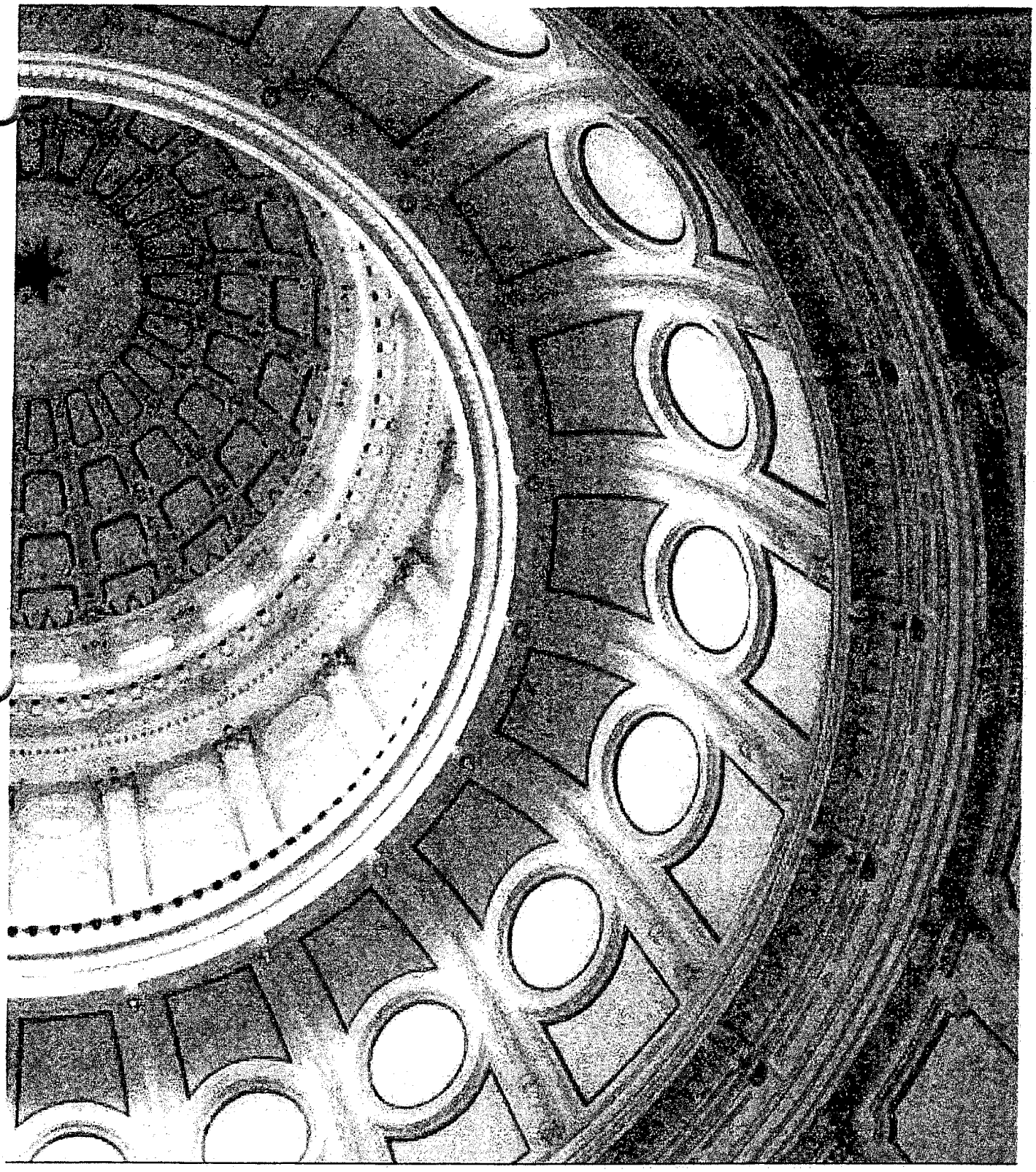
1.16.02 Contract vendor shall provide 3D printer features and options including, but not limited to: variety of print materials; various mechanical properties; feature definition; various surface finishes;

Note: See Best and Final Offer For further details

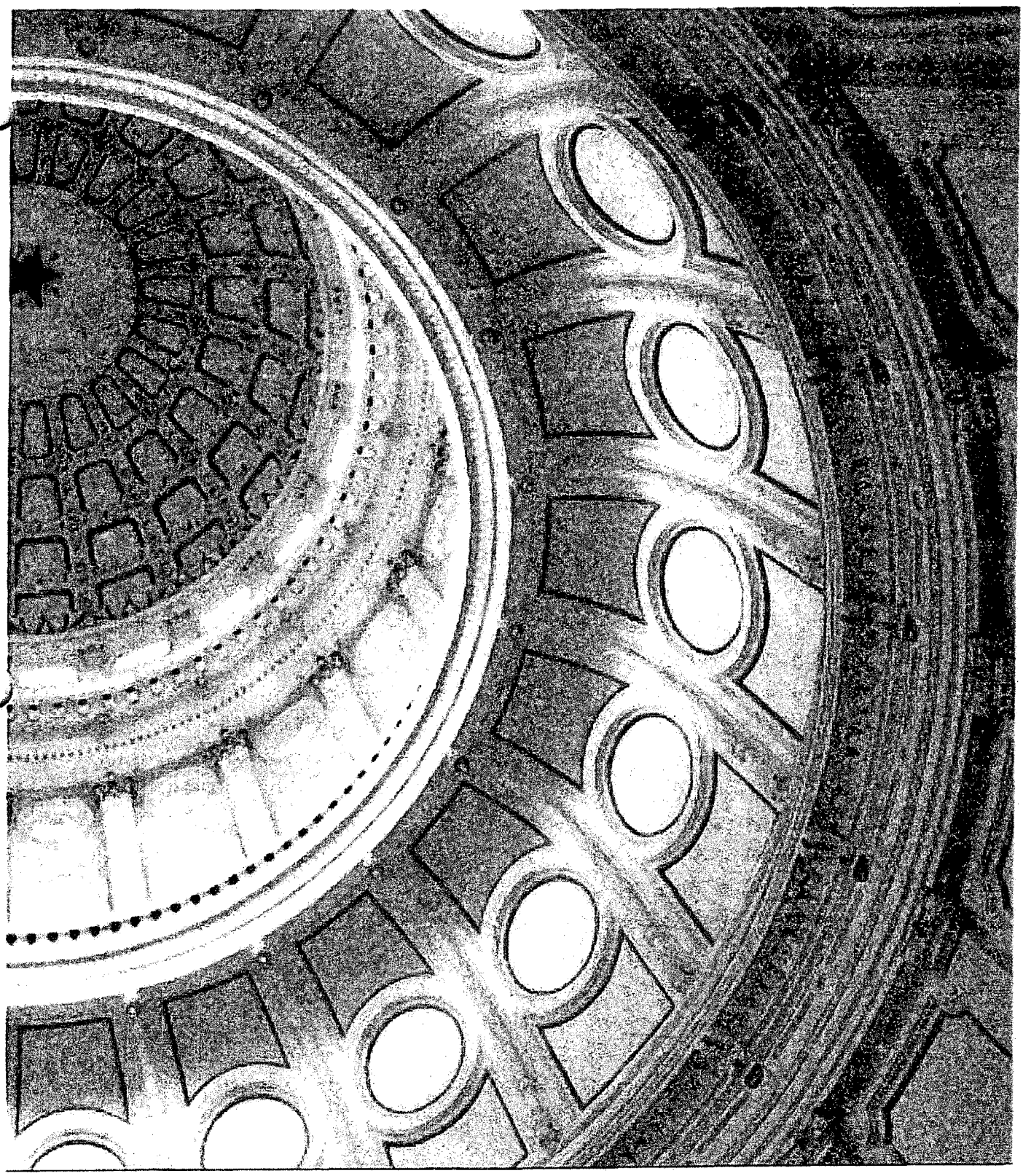
colored finished products; accurate visual appearances and precision; ability to print multiple parts nested horizontally and vertically; and the ability to recycle waste generated by print materials and consumables.
Konica Minolta Business Solutions 3D Printer Offering meets all requirements listed above with the exception of "and the ability to recycle waste generated by print materials and consumables." The containers, holding the materials used in the 3500 series are plastic and can be recycled. The by-product of the materials used for printing cannot be recycled (due to loss purity) and must be disposed of properly. All other 3D products meet the recycling requirements.

1.16.09 Contract vendor shall provide repair and maintenance services. The maintenance plans shall be priced as requested in the Price Workbook Instructions (page 25-28) and in the applicable price workbook.
Entry level Cube 3D Printers utilize a "depot" method of service where unit needing service is shipped by Member to 3D Systems at Member's expense. 3D Systems upon receipt will then ship replacement unit at 3D System's expense. Onsite service for the Cube product is under consideration by KMBS for the future. All other 3D products have onsite service provided per the Price Workbook.

1.18.01 The minimum length of warranty required shall be a 90-day warranty, covering all parts and labor for copiers and multifunctional devices.
Clarification: As an alternative Konica Minolta would like to offer the members the ability to begin their maintenance/supply agreements upon delivery of the equipment. There can be an advantage to some members in beginning the contract immediately as it can simplify their procurement process.
Mohave Member's sole and exclusive guarantee shall be the Customer One Guarantee. Konica Minolta agrees to maintain the hardware covered by this guarantee in good operating condition, providing necessary maintenance, service, and repairs as specified by the terms of the written maintenance agreement. Should a workgroup unit be out of service for more than 16 consecutive business hours, or a production print unit be down for more than 24 consecutive business hours, due to maintenance needs, Konica Minolta shall provide a loaner unit of similar capabilities upon request by Mohave Member. Any unit that Konica Minolta determines cannot be properly repaired to manufacturer's specifications will be eligible for a replacement unit of substantially similar or greater capabilities, at no additional charge; provided, however, that the replacement unit may be other than new. We commit to this agreement to ensure your total confidence in our products.



Tab 2a – Method of Approach, and
Qualification and Experience pages



Method of Approach

Required Information – Method of Approach

Place after Tab 2a

Offeror shall respond to each item below. The information will be used to assist Mohave in evaluating the method of approach that an offeror would take regarding specific issues under an awarded contract. Do not use "boilerplate" answers. Respond to each item by specifically addressing the Mohave request. Failure to complete all questions may result in your proposal being considered nonresponsive.

1. Prepare an Executive Summary that provides a short narrative description of what you are offering for this contract.
   Please refer to Konica Minolta Executive Summary provided in Section 2a.
2. Offeror shall provide a project plan that describes how the offeror intends to implement the plan to Mohave and its members. This information will include, but not be limited to:
   - Account team structure and role which includes, but is not limited to description of sales contact process, account team support, and periodic account review processes;
     If awarded, our contract with MESC will be managed by Eric Crane, Regional Manager-Government and Education and Robin Craft-Corporate Government Account Manager for State Contracts. Eric and Robin will be the focal point for any communications between MESC and Konica Minolta and will responsible for updating contract models, addressing contract issues, coordinating communications with Konica Minolta head quarter personnel and resolving any issues that may develop during the course of the contract.

     The Member's relationship with Konica Minolta will be managed by the Sales Team based in a particular branch or by an authorized dealer closest to Member's location. The primary responsibilities of this team will be to ensure the overall success of our potential contract with MESC and the timely implementation of delivery and specific solutions required by the customer.

     Additional support, including any needed site analysis, monitoring order receipt and fulfillment, service maintenance, billing and Management Fleet Reporting will also be coordinated by the local sales team and managed by Konica Minolta employees.

     If a Member is interested, Konica Minolta would like to coordinate periodic Account Review meetings, which will act as a forum to discuss our relationship, resolve any pending issues and develop a future strategy. We recommend these reviews take place on a quarterly basis, or as needed, throughout the term of the resulting contract. During these reviews, we will present fleet reports for evaluation, based on data available through our service and billing systems and the needs of Member. The format of these reports, and the data to be included, will be discussed with Member to ensure all relevant data can be captured and accurately defined. This structure will ensure that the Member can accurately evaluate our performance as well as the Konica Minolta hardware throughout your fleet.

   - Communication process with Mohave and its members;
     Konica Minolta understands the importance of regular and timely communications with Mohave and its' Members as a key element in making the contract a success. Any requests made by MESC for communication regarding contract issues or needed information will be addressed quickly by Eric Crane and Robin Craft. Eric and Robin will provide support in managing any contract changes or additions, implementing process improvements and resolving all general issues in a timely manner.

     Sales representatives are to respond quickly to a Member's request for pricing and information. Upon award a contract launch will be conducted to introduce the new

contract to the sales team in order to ensure a good understanding of the products and requirements under the contract. During these launches an emphasis will be placed on the sales representatives providing good customer service which includes timely communication as a priority.

- **Training (initial and ongoing);**
  Konica Minolta firmly believes that proper user training is the cornerstone of any successful program. By ensuring that users are properly trained to operate our equipment, as well as utilize the advanced features to simplify document workflow procedures and increase efficiency, Konica Minolta increases the satisfaction of our users.

  To meet this goal, Konica Minolta offers in-depth customer user training upon installation of all new equipment. Konica Minolta trainers/sales representatives performing the training are certified and fully train on equipment capability and functionality. Standard user training contains an introduction for all on the device installed functions including: printing, copying, scanning, and faxing. The printer driver is explained as well as common incident resolutions to remedy a paper jam, to change the waste toner box, change the toner and so on. The goal of the training is: to ensure that the user be able to use the device's functions and also to configure basic parameter settings for printing (like simplex, duplex, sorting, format change). (Please note that software and any expanded on-site user training for specialty products is offered at a rate established in our pricing pages). The content of standard training is all generic main functions of the device The duration of the training is normally 15 to 20 minutes depending on the MFP type and questions.

  Alternative training options include ITraining (On-line end-user training) and customized training programs developed to meet the Member's specific user requirements.

  A short summary of training options is provided blow:

  • On-Site Basic Device Training
  o The user training contains an introduction for all on the device installed functions like scanning, printing, faxing, etc.
  o The used printer driver is explained as well as common incident resolutions to remedy a paper jam, to change the waste toner box, change the toner and so on.
  o The goal of the training is: the user must be able to use the device in existing functions and also to configure basic parameter settings for printing (like simplex, duplex, sorting, format change).

  • *iTraining*
  o Provides an online system introduction in which all important functions are explained in detail in clear video sequences.
  o Be guided step-by-step in a simple procedure and get to know your bizhub system in an easy way.
  o At any time – without specified times – again and again!
  o The access to iTraining is free of cost.

  • Customized Training
  o Advanced training for end-user regarding the operation of system including printing, scanning, solutions workflows etc.
  o Custom program developed based on customer requirements.

  Training can be completed in several manners utilizing different media platforms. Written material is available from the local Konica Minolta representative as well as through the corporate website. Product specifications are readily available via the web portal as well as functional descriptions. We can arrange for customized training and will scope the effort to determine if incremental fees might apply.

  Standardized training is included within this proposal response. (Please note that software and expanded on-site user training (production print advanced training, specialty product training) is offered at a billable rate and is posted within our product price pages.

Training Topics:
• Main Topics
o Cover the main functionalities of a system.
o The main functionalities can vary from system to system (i.e. box functions, color functions, fax functions)
• Main Chapters
o Introduction
o System overview
o General use
o Copying
o Scanning & faxing
o Printing

- **Standard delivery time for products/services after receipt of purchase order; and**
  Standard Hardware delivery time is 10-14 days for hardware in stock. 3D products will be delivered within 14-30 days. All deliveries to take place within 30 days of receipt of order. Service request will receive a call back within 1 hour and on-site support within 4 business hour average on-site response time (two (2) business hour average on-site response time for production print units) for all customer locations serviced by a branch or within 50 miles of an authorized dealer.

- **Any other value-added services that may benefit members.**
  On-Line Fleet Management Tool (free to MESC Members)
  KMBS offers a unique web-based fleet management tool, www.MyKMBS.com, which allows our customers to quickly and easily manage the equipment in their fleet. MyKMBS offers the ability to place and monitor service calls, order consumable supplies and run ad hoc fleet management reports, which include usage, uptime, response time and other valuable data relevant to your fleet. Additionally, it provides an outlet for KMBS to communicate with its customers in a way never before possible. This site provides full, real time access, 24 hours a day, 7 days a week, to all of your equipment information needs, an offering only available through KMBS.

  MyKMBS.com also allows a Member administrator to set up distinct equipment groups and grant limited access to other users. In larger accounts, this is an ideal tool to allow individual departments or locations to access reports for their fleet, without sorting through the full fleet of equipment in search of their machines. The administrator, meanwhile, will have full access to the complete installed base, providing a simple tool to manage your enterprise-wide Konica Minolta fleet.
  Please refer to MyKMBS.com provided in Section 5b

3. **Indicate how you will ensure your sales staff does not sell products or services that are not on contract.**

   Upon award a contract launch will be conducted to introduce the new contract to the sales team in order to ensure a good understanding of the products and requirements under the contract. During these launches the sales representatives will be educated on the contract terms and conditions and be made to understand that KMBS may only sell products and services that have been established under the contract.

4. **Is your firm proposing any equipment that is labeled remanufactured?**
   Konica Minolta Business Solutions will not be offering remanufactured equipment.
   - **If yes, provide your firm's definition of remanufactured if different from page 6.**
   - **Provide a description of the digital copier and/or multifunctional devices that you are offering as remanufactured lines.**
   - **Include information describing the percentage of remanufactured parts that are used in newly remanufactured machines that you are offering.**
5. **Is your firm offering a recycling program for used toner and ink cartridges?**
   Yes. Konica Minolta offers the Clean Planet Program.

   If yes, provide detailed information regarding your recycling program.

Konica Minolta's Clean Planet Program provides Mohave Member's an environmentally responsible way to dispose of all Konica Minolta consumables from every Konica Minolta model. Consumables such as toner cartridges, imaging units, waster toner bottles, developer units and drums can be placed in Konica Minolta supplied, pre-labeled, collection boxes that are retuned to Konica Minolta once filled. Konica Minolta then process, extracts, recovers and reuses the disposed consumables in an environmentally responsible manner with no cost to Mohave Members, not even for shipping.

Konica Minolta has partnered with Close the Loop Inc., leading global recyclers of imaging consumables, to process returned consumables in an environmentally safe and responsible manner. All cartridges are recycled with zero waste to landfills and zero incineration. Using a state of the art material separation process, all consumables are process, extracted and recovered for reuse. Recovered component materials are re-engineered so they can be remanufactured into useful products such as asphalt binder and colorants for plastic. Konica Minolta has provided our Clean Planet Brochure and EPEAT Information in Section 5b of our response documents.

6. **If you firm is offering Managed Print Services in your proposal, provide detailed information on the different levels of service.** ***(Managed Print Services pricing shall be included in 15M Legacy Equipment, 3D Printers, Managed Print Services, Supplies, and Maintenance Workbook after Tab 3 for all service levels and rates.)***
   Konica Minolta Business Solutions is offering Managed Print Services for 15M-0924. Pricing is included in the pricing file. Note we are attaching a separate document that details our managed print services offering.

7. **Provide details on the type(s) of encryption, overwrite and/or end of life security your equipment provides.**
   Protecting sensitive electronic information is of greater concern than ever before. With the proliferation of connected multi-functional office products, Konica Minolta realizes that protecting electronic documents processed by bizhub secure MFPs is an absolute requirement in the 21st century workplace. Our goal is to make bizhub products the most secure MFPs available on the market today.

   AT EQUIPMENT INSTALLATION: Konica Minolta Offers bizhub SECURE (additional fees apply, please see price book)

   To secure and protect any document image data that might be present on the MFP's hard drive during the course of the contract, the following Security Functions will be enabled:
   Hard Drive Encryption (some models require optional HDD Encryption Kit)
   • bizhub MFPs support Hard Drive Encryption (whether standard or as an option)
   • Hard drive data can be encrypted using the Advanced Encryption Standard (AES)
   • Data cannot be read even if the HDD is removed from the MFP (once hard drive is encrypted)

   Hard Drive Lock Password
   • Hard Drive can be locked using a password of 20 alphanumeric characters.
   • Data stored on the HDD is protected (even if the HDD is removed from the MFP and installed into a different MFP or PC the data cannot be read - the hard drive will not turn on)

   Automatic Deletion of any Temporary Image Data
   Data Overwrite of Electronic Documents on a Timed Basis
   • Data Auto Deletion allows an administrator to set an auto deletion timer for data stored in the personal or public user boxes, as well as system boxes (e.g. secure print box or encrypted PDF print box)
   • The auto deletion setting will erase the copy, print, scan or fax jobs stored in boxes, depending on the storage period and the time frame selected for deletion.
   • The data is automatically erased using a highly secure, U.S. Department of Defense (DoD), overwrite method.

   AT CONTRACT END:

As-Is Disposal
• MFP will be picked up according to the respective terms and conditions of your contract and disposed of accordingly in a responsible manner.
• Internal data of the machine will not be altered or modified in any way.

In-Place Data Cleaning
• Where available, a Konica Minolta field engineer will perform a "data overwrite" of the hard drive using built-in sanitization technology.
• The drive will be cleared of data and re-initialized in the machine before disposal (availability of this option depends on model and configuration - additional fees apply)

Hard Drive Replacement and Return
• At the time of disposal, the internal hard drive will be removed and returned to the customer.
• A replacement hard drive will be installed and re-initialized with the generic device control programs. (availability of this option depends on model and configuration - additional fees apply plus the cost to replace the hard drive)
• Additional services of the outside the scope and/or conditions of the contract or that prevent Konica Minolta's ability to efficiently and reasonably execute of the HDD security are subject to hourly fees to cover the execution of those services

8. **Provide details on the type(s) of data security standards your equipment provides. Include information if the data security features are included in the price of the machine, or if offered as add-on features.**
Please see security details above. Konica Minolta Business Solutions will offer Bizhub Secure to Member's as part of the initial consultation/quotation. An informational brochure is attached to the packet providing further detail. Pricing for Bizhub Secure has been included in the MFP pricing.

List five (5) five projects that have had problems. Describe the problem, and identify how the problem was solved (what steps were taken to satisfy the customer). Provide the name of the public agency, type of project, year of the project, contract amount, contact name and telephone number. Do not include problems caused by another firm that your firm fixed. This information is used to evaluate your resolution to the issue(s), not to identify problematic vendors.

Number	Name of Public Agency	Contract Sales Amount	Year of the Project	Contact Name	Phone Number
1	Coconino County	$115K	2014	Scott Richardson	928.679.7191
Description of problem #1, and what steps were taken to satisfy the customer.					
After installation of new Bizhubs we ended up with an invoicing issue for cancellation of the maintenance contracts of the old Bizhubs. First round of credits and closing out old contracts was incorrect. We set up a conference call at our customer's office with our billing and credit dept. to resolve the issue. Second credit and rebill did not resolve the issue. We set up another conference call at our customer's location with our billing and credit dept. This call resolved all issues and our customer was satisfied.					
2	Sahuarita School District	$ 90K	2014	Charlotte Gates	520.625.3502
Description of problem #2, and what steps were taken to satisfy the customer.					
Customer decided to purchase 17 new machines mid-way through June of 2014. She required the order to be delivered by the end of that month due to close of budget year and we delivered on it!					
3	University of Arizona Education Department	$ 1730	2015	Angela Acosta	520.621.0956
Description of problem #3, and what steps were taken to satisfy the customer.					

Customer chose to order the BH 4050 after we explored several models, we delivered, then customer was not satisfied with certain features of the machine, our technicians assisted several times to get the machine where the customer wanted it. Then our customer wanted a faster machine, I quoted faster machines and then they decided to keep the 4050. Our customer confirmed she was very impressed with our technicians our overall customer service provided from sales and service throughout her experience with Konica Minolta.					
4	Pima Community College Downtown Campus	$ 13K	2014	Michele Portale	520.206.7122
Description of problem #4, and what steps were taken to satisfy the customer.					
Customer sent reference letter confirming that she was pleased with both sales and service managers, her sales person, two very knowledgeable service technicians. Placing service and supply calls are very easy to do and when one major problem arose with the finisher, we swapped out the finisher for another finisher while we tested hers in our office to eliminate any more downtime..					
5	Tolleson UHSD	$450K	2015	Cheryl Burt	623-478-4066
Description of problem #5, and what steps were taken to satisfy the customer.					
In January of 2014 Konica Minolta using the Mohave completed a $450K transaction to refresh their entire fleet with new copiers and Equitrac software. What had inadvertently happened was that all the individual sold to location were coded incorrectly to receive individual bills and correspondence for each unit. We were called by Cheryl and informed of the issue and that the district wanted all correspondence and billing to go to a central person at District location. We immediately went back to the original order and did a complete re-entry of the entire order so that we could honor the District's request. At this time the issue is resolved and all correspondence is going to the district office.					

Indicate if your offer is regional or statewide: Regional _____ Statewide ___X___

If regional, indicate the regions in Arizona you will serve.

Are there any limitations to the types of members that you will provide services to? If so, indicate what those limitations are.

There are no limitations to the types of members that KMBS can provide services to.

In the past three years, what percentage of your Arizona business do you estimate was in each geographical area identified below?

Maricopa/Pinal/Pima counties 80 %

Northern Arizona 10 %

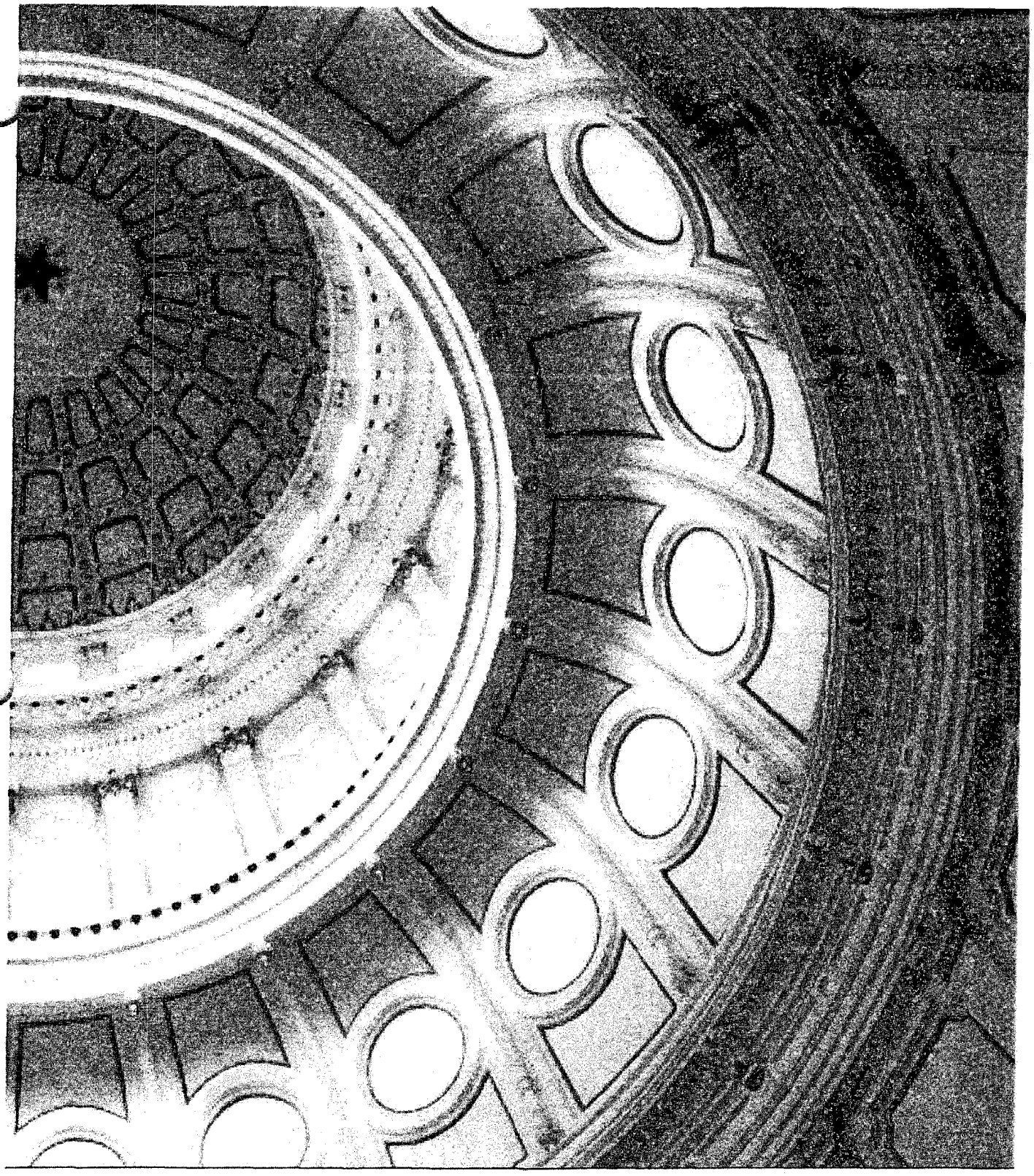
Southern Arizona 10 %

If you are awarded a contract with Mohave, which area(s) of the state will your sales force target?

Konica Minolta Business Solutions will focus on all areas of the State of Arizona. We have complete coverage from Konica Minolta and in addition should our authorized dealers wish to sign a dealer participation agreement allowing them the ability to offer the contract we will have that additional coverage.

Describe how you would use local subcontractors to accomplish the work. What is the maximum amount of work you would subcontract to complete a job?

Konica Minolta may have some of our authorized dealers that will want to participate in the potential contract. Before allowed access to the contract the authorized dealers will be required to complete a dealer participation agreement. In this agreement they are bound to abide by the terms and conditions of the Mohave contract in all aspects, selling requirements, financing requirements and service requirements. There are penalties for not abiding by the contract including removal of the ability to offer the contract. Our dealers are required to be trained and certified on any products before they can sell them under the contract. If dealer agrees to terms and conditions in dealer participation agreement they will be allowed to sell and service machines to Mohave members within their assigned territories. NOTE: dealer may not sell directly to member but must have purchase orders addressed to Konica Minolta Business Solutions. Konica will invoice the customer and then compensate the dealer for sales and service.



Qualification and Experience pages

Required Information – Qualifications and Experience

Place after Tab 2a (except as noted below)

Offeror shall respond to each item below. The information will be used to assist Mohave in evaluating the qualifications and experience of the offeror. Do not use "boilerplate" answers. Respond to each item by specifically addressing the Mohave request. Failure to complete all questions may result in your proposal being considered nonresponsive.

1. Write a *brief* history of your company that includes length of time in business and your firm's philosophy of doing business. Provide written verification if offeror has recently purchased an established business or has proof of prior success in this business or a closely related business.
   Konica Minolta Business Solutions U.S.A. Inc. (Konica Minolta) is a leader in enterprise content management, technology optimization and cloud services. Our solutions help organizations improve their speed to market, manage technology costs, and facilitate the sharing of information to increase productivity.

   Our philosophy is to articulate the ideas that are shared by our employees worldwide. Our Brand Proposition "Giving Shape to Ideas" is our pledge to our customers. Our vision articulates where we are heading in the future.

   A global company that is vital to society.
   An innovative company that is robust and constantly evolving.

   Konica Minolta was founded from the merger of two international industry giants in imaging technology (Konica Company est. 1873 and Minolta Corporation est. 1959) in 2003 giving Konica Minolta almost 200 years of combined industry experience and wisdom. Our products and services are offered nationwide by more than 125 direct sales locations; and by approximately 350 Konica Minolta Authorized Dealers.

   Konica Minolta has demonstrated industry leadership over the past five years through our financial performance and results. We have expanded our overall services portfolio in the areas of IT Services, Enterprise Content Management, Marketing Print Services, and Production Print Services though a consistent business transformation and acquisition strategy.

   Konica Minolta has enhanced our Managed Print and Content Services capabilities both domestically and globally to meet growing market requirements and has recently been placed in the Leaders Quadrant of the 2014 Magic Quadrant for Managed Print and Content Services. Konica Minolta has been positioned in the Leaders quadrant because of its completeness of vision and ability to execute.

   Gartner's Magic Quadrant for Managed Print and Content Services serves as a guide for organizations to identify and evaluate technology providers that deliver managed services for multifunction printers, printer products and device - monitoring software technology within their organizations.

2. Provide the address for your company's headquarters. Provide addresses for any branch offices in Arizona. Indicate how long your company has provided the products/services you are proposing. Provide names, titles, qualifications and experience of the key people who will support this contract.
   Please see attached Account Management document (provided in section 2a) which lists of sales representatives by location, service manager's biographies, key service personnel biographies and lists of service technician tenure.

   Konica Minolta Headquarters is 100 Williams Drive, Ramsey, New Jersey 07446.

   Konica Minolta Branch Locations located in Arizona:

   Konica Minolta Business Solutions U.S.A, Inc.
   1000 E. Butler #110
   Flagstaff, AZ 86001

Konica Minolta Business Solutions U.S.A., Inc.
4415 E. Cotton Center Blvd.
Phoenix, AZ 85040

Konica Minolta Business Solutions U.S.A., Inc.
5151 E. Broadway, Suite 185
Tucson, AZ 85711

Konica Minolta Business Solutions U.S.A., Inc.
1024 Willow Creek Road, Suite C
Prescott, AZ 86301

Konica Minolta Business Solutions U.S.A., Inc.
1929 S Arizona Ave Ste 11
Yuma, AZ 85364

Konica Minolta has been providing products and service offered in our proposal for 56 years.

3. Provide a current letter from your financial institution indicating the range of credit available to your firm, (e.g., "credit in the low nine figures" or "credit line exceeding five figures"). Provide a current letter from your financial institution and/or officers of major suppliers, indicating confidence in your firm's stability and payment history. *These letters will only be used to evaluate proposals and will not be made available to the public.* **Place after Tab 2c.**

   Offerors may submit current audited annual financial reports in lieu of letters from financial institutions. However, the annual financial reports must provide essentially the same information as requested from the letters. Offerors are encouraged to highlight the requested information in any audited annual financial report submitted in response to this solicitation. All financial information will be kept confidential. **Place after Tab 2c.**
   Please refer to Konica Minolta's 2014 Annual Report and our Dunn & Bradstreet Report in Section 2c of our response.

   Konica Minolta Annual Report 2014.pdf

4. Indicate if your firm would qualify as a minority owned business. To qualify for ownership as a minority owned business, at least 51% of the firm's ownership must be held by a person, or persons, of a particular group (e.g., Woman owned, Hispanic owned, Native American owned, etc.). Proof of ownership is evidenced by the transaction privilege tax license or business privilege license for sole proprietorship; business privilege license **and** written partnership agreement for partnerships; or the Articles of Incorporation, Corporate By-laws **and** stock certificates for corporations. *NOTE: This information is used for reporting purposes only and is not a factor in the evaluation.*
   Konica Minolta is not a minority owned business. Konica Minolta Business Solutions U.S.A., Inc. (Konica Minolta) is a private corporation wholly owned by Konica Minolta Holding USA Inc., a subsidiary of Konica Minolta Holdings, Inc., headquartered in Japan.

5. Include information regarding your authorization to submit a proposal for the specified equipment/services and that you can provide the equipment/services if awarded a contract. Indicate if you are a bona fide dealer for the equipment/services in the proposal, or if you are a manufacturer of the equipment/services in the proposal.

   - If offeror is an Original Equipment Manufacturer, provide information on any authorized dealers used, if awarded a contract.
     Please see attached list of potential authorized dealers provided in Section 2a. Upon award Konica Minolta will approach each dealer listed to see if they would like to participate in the contract. If dealer does want to participate then they must sign a Dealer Participation Agreement agreeing to the terms and conditions of the contract in its entirety.

   - If offeror is an authorized dealer, provide letter(s) from each manufacturer you are offering certifying that you are a bona fide dealer for the specific equipment, service and maintenance offered in your proposal.

Konica Minolta is the Original Equipment Manufacturer of Konica Minolta products and services. We have provided our Manufacturer's Certificate in Section 2a of our response documents.

6. **Provide a letter of reference from three (3) different Arizona public agencies where work has been successfully accomplished/products and services have been sold in the past five (5) years, for specific goods/services related to this solicitation. If you cannot provide three (3) Arizona public agency letters of reference, provide other public agency references. Include the reference letters in your response. Reference letters sent directly to Mohave on your behalf cannot be accepted. The letters of reference should provide the following information:**
   - **Organization's name and location**
   - **Organization's representative and contact information (phone and email address)**
   - **A brief description of the work, when and where the work was performed**
   - **Any specific issues that may be pertinent regarding the work performed**
   - **Letters shall be properly dated, signed and on organization's letterhead**

   Konica Minolta Business Solutions is providing three references. Please see attached letters of reference provided in Section 2a of our response documents.

Required Information – Qualifications and Experience continued on the next page.
Required Information – Qualifications and Experience continued

7. **Provide copies of your technicians training certificates or provide the information in a matrix listing all technicians and their training that will be used under an awarded contract.**
   (Konica Minolta Business Solutions is providing a matrix listing of technicians and their certifications for *products offered* ***(due to the size of this file it is not provided in full in the hard copy but is provided in full in the electronic copy.)***

   Authorized Konica Minolta technicians are certified and factory trained.
   The foundation of the Konica Minolta's service program is built around a training model designed to provide expert level knowledge to each Konica Minolta's authorized technician. All technicians, in both branch offices and Authorized Dealerships, must complete technical training and obtain product certification on each unit they will maintain, prior to being authorized to provide service for that model. Product training begins with instructor-led classroom training, where each technician receives hands-on instruction in the operation and repair of each Konica Minolta unit they will service. Upon completion of classroom training, and achievement of product certification, follow-up training is provided, via both classroom style and web-based programs, to ensure each technician is fully up to date on the service procedures for all models they will support. In addition, many Konica Minolta authorized technicians also attend training and receive certifications in a variety of network and software applications, resulting in well-rounded experts capable of supporting Konica Minolta hardware, as well as the applications and network the units are integrated into.

   Any authorized dealers that are allowed to participate are required to be first certified on all products offered.

8. **Provide detailed information regarding your quality assurance program including, but not limited to: operations, inventory systems and parts supplies.**
   Konica Minolta ensures maximum satisfaction and trust by our customers, paying the utmost attention to our customers and giving our top priority to the quality of products and services.

   Our concept is to make steady progress in quality based on quantitative measurement and analysis of accurate data. This basic concept is demonstrated in the following affirmation:

   "Management Based On Facts"

   Achieving the industry's top level Customer Satisfaction

We will provide products and services of high quality and high reliability to achieve the industry's top-level of Customer Satisfaction through continuous analysis of market trends and steady efforts for improvement.

Providing advanced products that satisfy customers' potential needs
We will always pursue ease of use from our customers' viewpoint with products on the cutting-edge of trends.

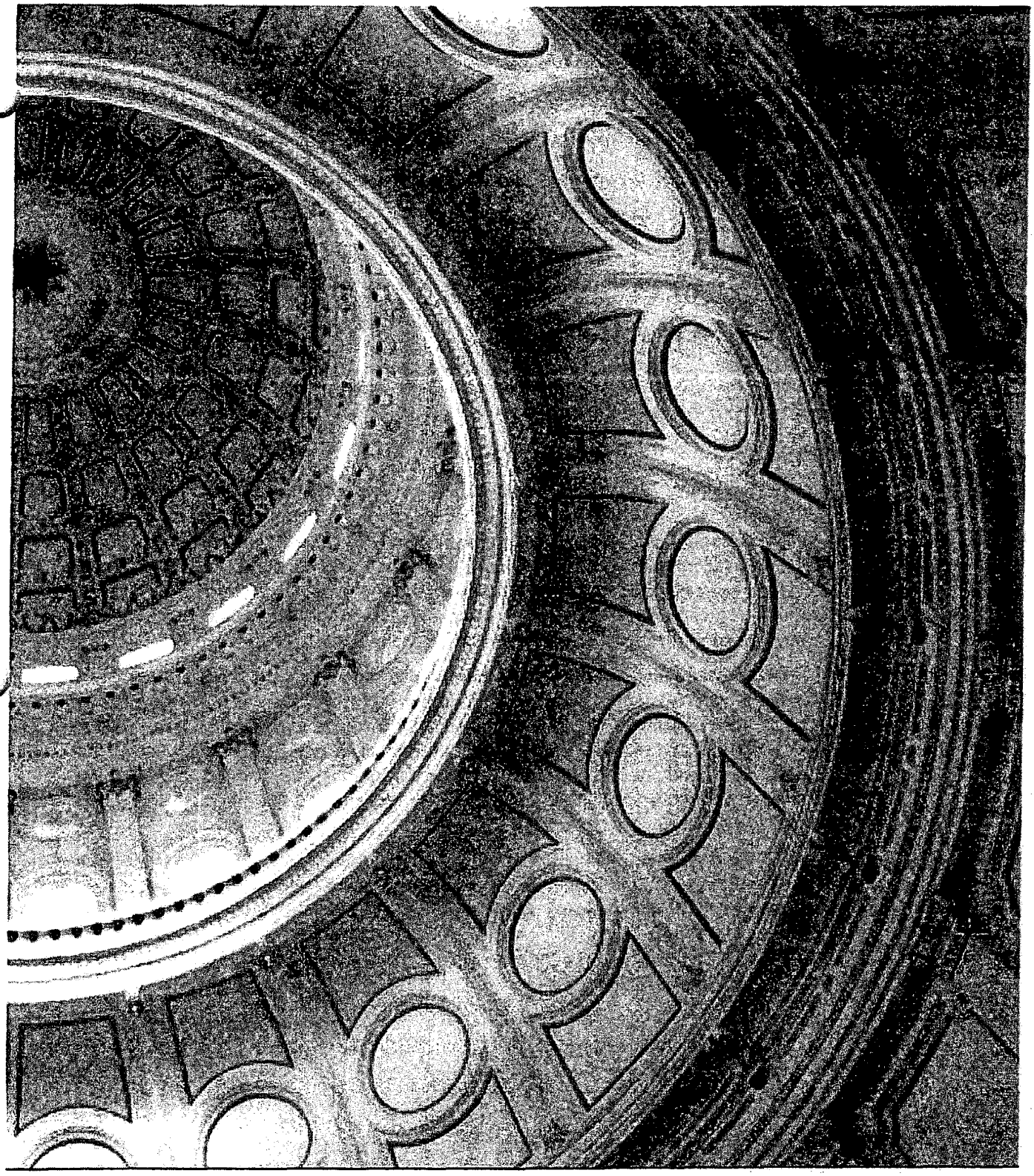
Establishment and development of a global Quality System
We will establish and develop a global integrated Quality System throughout Konica Minolta, including worldwide affiliated companies.
Quality Management in the total life cycle of products and services
We will implement Quality Management to achieve our target based on quantitative measurement of quality at each life-cycle stage of products and services -- starting from planning, developing, manufacturing, usage, and disposal.

Continued enhancement of Quality Assurance Process
We will continue to improve job processes voluntarily and aggressively in order to enhance the Quality Assurance Process.

Minimization of product quality risks
We will take proactive measures and promptly respond to our customers in order to eliminate risks to our customers and our company caused by quality problems.

Disclosure of product safety information
We will actively disclose product safety information to ensure our customers will use our products without any anxiety and to fulfill our accountability to society.

9. **Provide any applicable Buyers Lab certificates or equivalent organization's certificates for products offered in your proposal.**
Please refer to Konica Minolta's Industry Recognition and Awards document provided in Section 2a of our response documents.



Executive Summary

KONICA MINOLTA | EnvisionIT GOVERNMENT

September 21, 2015

Mohave Arizona Cooperative Purchasing
625 East Beale Street,
Kingman, AZ 86401
Solicitation No. 15M-0924

Executive Summary

Thank you for allowing Konica Minolta the opportunity to propose our products and programs in response to 15M-0924. As a current vendor, we are excited and pleased to respond to your request, and proud to again offer a proposal that combines our innovative product line of multifunctional digital copier equipment with our world class service program, both recognized by many as the most comprehensive and advanced in the imaging industry. It is our objective to deliver to you and the Mohave Members the most technologically advanced hardware and software solutions, as well as the most comprehensive service and support available, at a competitive cost.

After having reviewed the requirements of your RFP, Konica Minolta has proposed a program that we feel will enhance your Member's productivity, streamline print workflow and management, and reduce the cost of their organization's document production, storage and distribution. We have the experience to understand the needs of the Mohave Member to include traditional equipment and service acquisitions and are looking forward to new discussions with Members regarding 3D Printers and Managed Print Services. Lastly, we have also proposed on site mailroom services as an addition to the previous contract offering.

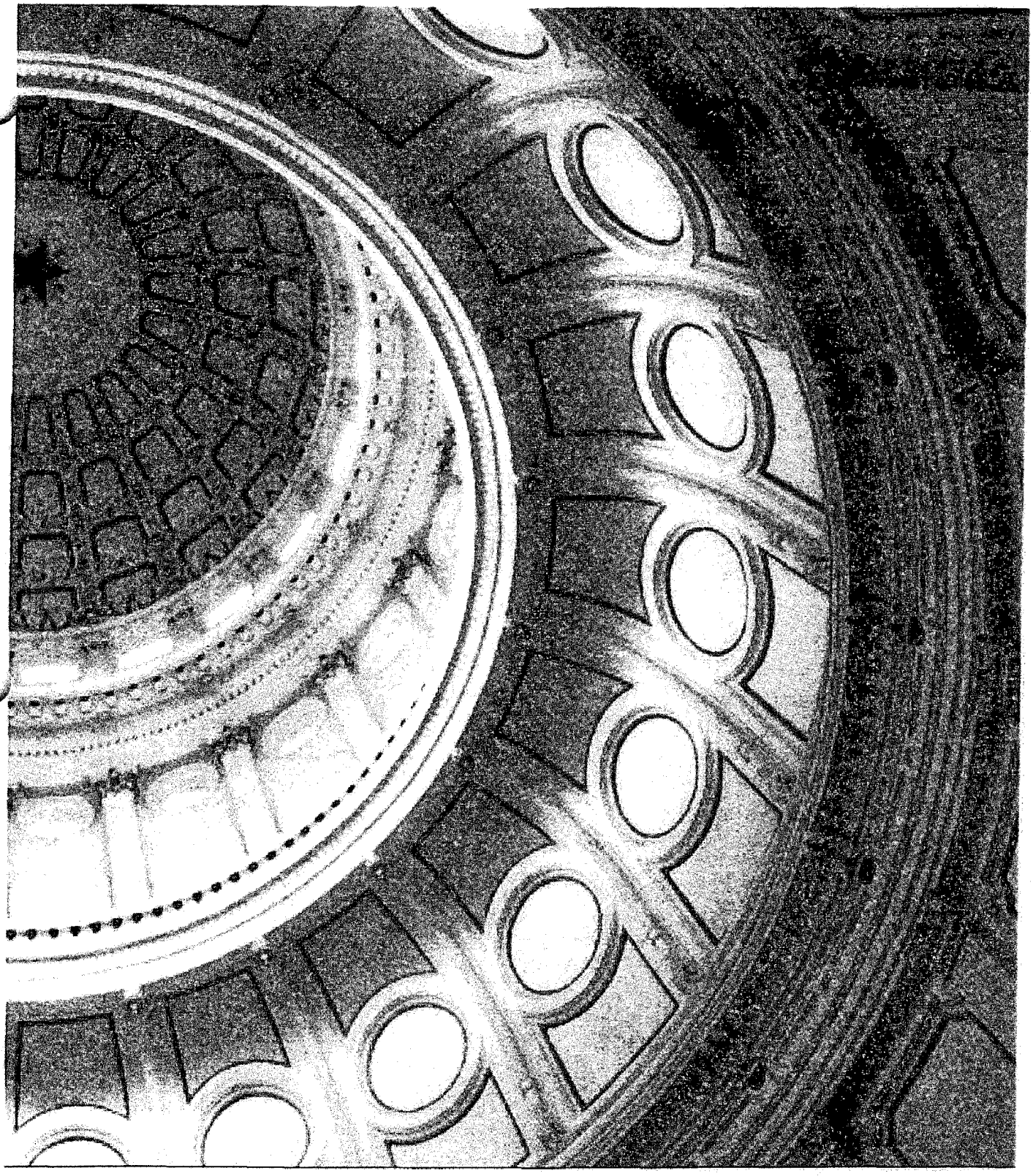
Konica Minolta Business Solutions will not be offering a lease option for this RFP and if we are so fortunate to be awarded again, will continue to work with Baystone Financial as a potential leasing vehicle should the Member choose that option.

Thank you again and should you have any questions regarding our proposal please contact either myself or Eric Crane at the email or phone numbers below.

Robin Craft
Corporate State Government Account Manager
rcraft@kmbs.konicaminolta.us
916-395-5834 or cell 916-201-2004

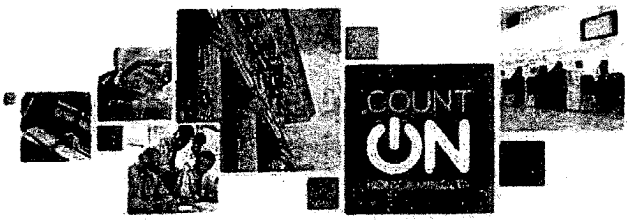
Eric Crane
Regional Manager Government/Education
ecrane@kmbs.konicaminolta.us
(480) 227-5060

Robin L. Craft



Account Management

KONICA MINOLTA | EnvisionIT GOVERNMENT



Account Management

Branch Service Locations:

Phoenix:

Konica Minolta Business Solutions U.S.A., Inc.
4415 E. Cotton Center Blvd.
Phoenix, AZ 85040

Dan Schmidt, Director Of Sales
Andrew Martin, Service Contact
Marianne Watson, Admin

Phone: (602) 244-9944
Fax: (602) 234-2406

Flagstaff:

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

1000 E. Butler #110
Flagstaff, AZ 86001

John Guinan, Sales Contact
James Hintze (Phoenix), Service Manager
Lisa Matesky (Phoenix), Admin

Phone: (928) 779-0497
Fax: (928) 779-1605

Prescott:

Konica Minolta Business Solutions U.S.A., Inc.
1024 Willow Creek Road, Suite C
Prescott, AZ 86301

John Guinan, Sales Contact
James Hintze (Phoenix) Service Manager
Lisa Matesky, (Phoenix) Admin

(928-778-7199

Tucson:

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

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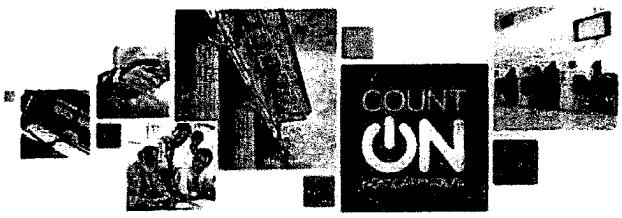

5151 E. Broadway
Suite 185
Tucson, AZ 85711

Adam Grodzki, Sales Contact
Jerry Armeni, Service Contact
Lisa Matesky (Phoenix), Admin

Phone: (520) 334-4400
Fax: (520) 790-5079

Yuma:

Konica Minolta Business Solutions U.S.A., Inc.
1929 S Arizona Ave Ste 11
Yuma, AZ 85364
(928) 726-4532
Keith Knappen, Sales Contact
Jerry Armeni, Service Contact
Lisa Matesky (Phoenix), Admin

Technical Biographies:

Andrew Martin – Senior Service Manager- Phoenix

Andrew began his professional career with Konica Business Machines in April of 1990 in Denver Colorado. During his tenure he has held numerous positions of increasing responsibility and is currently the Senior Service Manager for the Phoenix area and has resided here in the valley since 1998. Andrew and his team have won numerous company awards including the "Order of the Gauntlet" for being the top service manager in the country. Andrew's service team of 42 technicians has also received the "Protech Service" award for all 6 years of eligibility. These awards are a direct result of a strong team of technicians dedicated to customer satisfaction.

Jeff Anderson, Branch Service Manager - Phoenix

Jeff has been in the industry for 27 years and a Branch Service Manager for 13 years. He has won three service awards trips as a technician that focused on customer and technical skills. Jeff is also a four time trip winner as a Service Manager that focused on customer support, leadership skills and overall understanding of business. He has also served on four Service Manager Advisory boards that focused on best practices.

Jim Hintze - Branch Service Manager- Flagstaff/Phoenix

Jim began his career in February of 1984 with Business Equipment Incorporated (BEI), a Minolta dealership in Phoenix, Arizona. He was elected for a management position in May of 1984 and eventually became a part of Konica Minolta Business Solutions through the acquisition of Danka Corporation in 2009. Jim carries a two year degree in Business Administration from Phoenix College. He is currently the Branch Service Manager for a portion of Phoenix and our Northern Arizona branch

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Jerry Armeni - Branch Service Manager – Tucson

Jerry has been with Konica Minolta Business Solutions since 2011. Jerry has been in the imaging business for more than twenty eight years and has worked for several large corporations. Jerry works out of the Tucson office which covers all of Southern Arizona, including a branch office in Yuma, AZ. He has a staff of twelve factory trained technicians which has an average tenure of 17 years.

Quinn Tjader - Solutions Integrator - Flagstaff

Quinn began his career with Konica Business Machines in April of 1995. He is full line trained and is the top technician in our northern Arizona territory. Quinn has a reputation as a technician that always goes above and beyond for his customers. He has won numerous award including "Technician of the Region' as well as numerous Gold and Silver seal training awards. This places Quinn as one of the top technicians in the country.

Carlos Tovar - Office Imaging Specialist – Tucson

Carlos has been in the imaging industry for more than 27 years. He came to Konica Minolta Business Solutions through our acquisition of Danka Corporation in 2009. Carlos is trained on various segments of machines from the smallest up through the production print systems including both color and black and white machines. Carlos has won numerous awards including "Tech of the Month" and "Market Tech of the Month".

David Armbruster- Market Production Systems Expert – Phoenix

David has had a successful career with Koinca Minolta for over 12 years. He is full line color trained and has acted as the lead color technician for the Phoenix Metro area for the past 7 years. Currently David is the Market Production Systems Expert. He is an individual that consistently goes above and beyond the normal day activities to ensure all his customer needs are met. He has received numerous gold and silver seals for the many training classes he has attended ranking him as one of the top technicians in the country.

Chris Scott- Office Systems Specialist - Phoenix

Chris has been with Konica Minolta for 14 years. During this time, he has developed into a valued part of our Service department due to his customer, technical and networking skills. Chris has received extensive training on Konica Minolta products. He has also been responsible for the networking, service and repair of multiple brands of printers and faxes. Chris is self-motivated and reliable.

George Wilson - Office Systems Specialist - Phoenix

George has 31 years of experience working with Minolta and Konica Minolta products. He has excellent customer and technical skills and is a "go to" person for technical troubleshooting. George's dedication to customer satisfaction and support is reflected in the quality of service he has provided for Maricopa County. He also has training and experience with networking and takes the initiative to keep current with product updates.

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Technician Tenure-KM Branches:

Name	Location	Job Title	Tenure with Konica Minolta (Yrs)
David M Armbruster	Phoenix	Market Production Systems Expert	19 Yrs
Xavier O Benavidez	Phoenix	Office Systems Associate 2	19 Yrs
Aaron M Bittel	Phoenix	Production Systems Technician	7 Yrs
Ray P Burns	Phoenix	Office Systems Professional	13 Yrs
Robert W Canon	Phoenix	Office Systems Specialist	16 Yrs
Abel Casillas	Phoenix	Office Systems Associate 2	11 Yrs
Jason Clark	Phoenix	Production Systems Technician	12 Yrs
Richard L Cornwell	Phoenix	Solutions Specialist	36 Yrs
John L Day	Phoenix	Office Systems Specialist	7 Yrs
David Dubasik	Phoenix	Office Systems Associate 2	7 Yrs
David T Florence	Phoenix	Office Systems Specialist	23 Yrs
Nathan J Gatewood	Phoenix	Office Systems Associate 2	18 Yrs
Adrian M Gersjes	Phoenix	Production Systems Technician	25 Yrs
Donald L Gifford	Phoenix	Office Systems Associate 2	11 Yrs
Ryan J Huisinga	Phoenix	Solutions Specialist	10 Yrs
James E Ingram	Phoenix	Office Systems Specialist	31 Yrs
Dell R Jarrett	Phoenix	Office Systems Specialist	18 Yrs
David W Jeffries	Phoenix	Office Systems Specialist	6 Yrs
Steven P King	Phoenix	Production Systems Technician	9 Yrs
Lori Koepke	Phoenix	Office Systems Specialist	9 Yrs
James M Leavy	Phoenix	Production Systems Technician	20 Yrs
Kevin McMurtry	Phoenix	Office Systems Associate 2	18 Yrs
Stephen T Nestler	Phoenix	Office Systems Associate 2	6 Yrs
Gregory A Nicholas	Phoenix	Office Systems Associate 2	36 Yrs
Craig W Olinger	Phoenix	Office Systems Specialist	20 Yrs
Rolf Pelican	Phoenix	Office Systems Associate 2	19 Yrs
Michael P Reilly	Phoenix	Office Systems Specialist	17 Yrs
Name	**Location**	**Job Title**	**Tenure with Konica Minolta (Yrs)**
Derek B Roen	Phoenix	Production Systems Technician	25 Yrs
Craig J Rosenstein	Phoenix	Production Systems Technician	8 Yrs
Christopher Scott	Phoenix	Office Systems Specialist	14 Yrs
Jesse T Sias	Phoenix	Office Systems Specialist	18 Yrs
David M Speed	Phoenix	Office Systems Specialist	10 Yrs
Danny L Stirnaman	Phoenix	Office Systems Associate 2	23 Yrs
Russell A Strubhar	Phoenix	Production Systems Technician	7 Yrs
Mark L Suddock	Phoenix	Office Systems Specialist	38 Yrs

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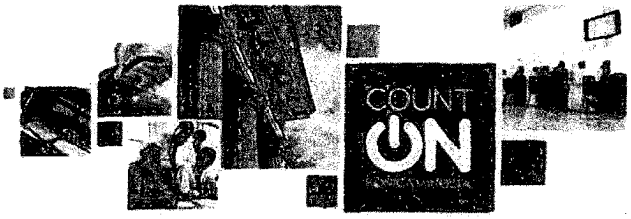
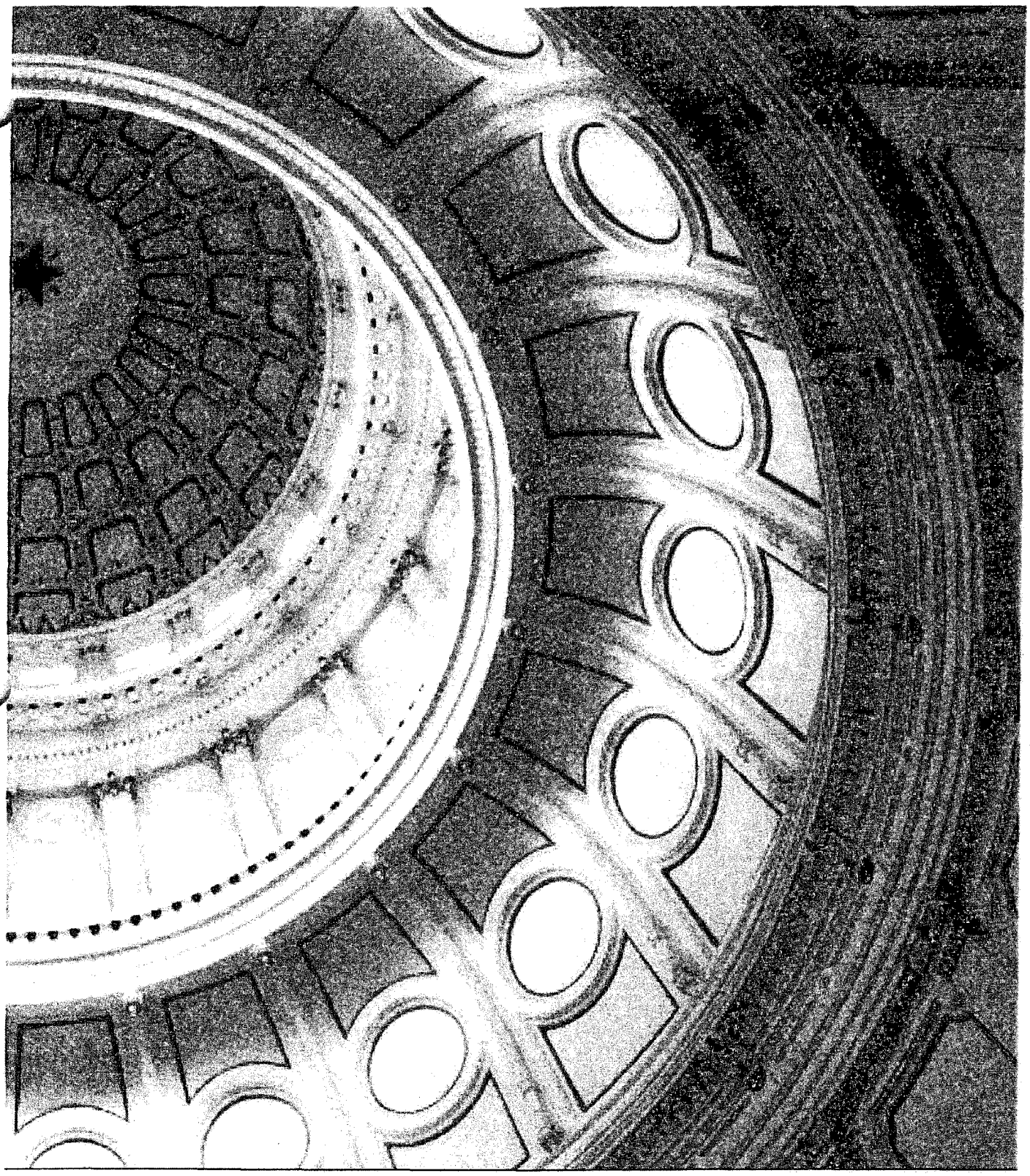


Robert P Terrasi	Phoenix	Office Systems Associate 2	16 Yrs
Ronald L Wesson	Phoenix	Office Systems Associate 2	6 Yrs
Michael D Westling	Phoenix	Office Systems Specialist	13 Yrs
Zoltan Whistler	Phoenix	Office Systems Associate 2	6 Yrs
George I Wilson	Phoenix	Office Systems Specialist	31 Yrs
Robert Ferrell	Flagstaff	Office Systems Specialist	5 Yrs
David Harrenstein	Flagstaff	Office Systems Specialist	11 Yrs
John Meredith	Flagstaff	Office Systems Specialist	12 Yrs
Jon Nakai	Flagstaff	Office Systems Specialist	1 Yrs
Gene Morgan	Flagstaff	Office Systems Specialist	6 Yrs
Quinn Tjader	Flagstaff	Solutions Integrator	18 Yrs
Cliff Duncan	Flagstaff	Office Systems Professional	19 Yrs
Robert Beckner	Tucson	Office System specialist	17 Yrs
Richard Bishop	Tucson	Office Systems Associate 2	11 Yrs
Ron Cermak	Tucson	Production Systems Technician	31 Yrs
Todd Cumming	Tucson	Office Systems Specialist	22 Yrs
David Eichenberger	Tucson	Office Systems Specialist	15 Yrs
William Evans	Tucson	Office Systems Associate 2	4 Yrs
Michael Foss	Yuma	Office Systems Specialist	12 Yrs
Jerous Mills	Yuma	Office Systems Associate 2	13 Yrs
Ricardo Pantoja	Tucson	Office Systems Specialist	6 Yrs
Eric Topmiller	Tucson	Office Systems Specialist	17 Yrs
Carlos Tovar	Tucson	Office Systems Specialist	28 Yrs
Rhonda Willard	Tucson	Office Systems Associate 2	27 Yrs
		Average Tenure (Yrs)	**15.2 Yrs**

Due to size of file please see electronic version for Technician Certifications.



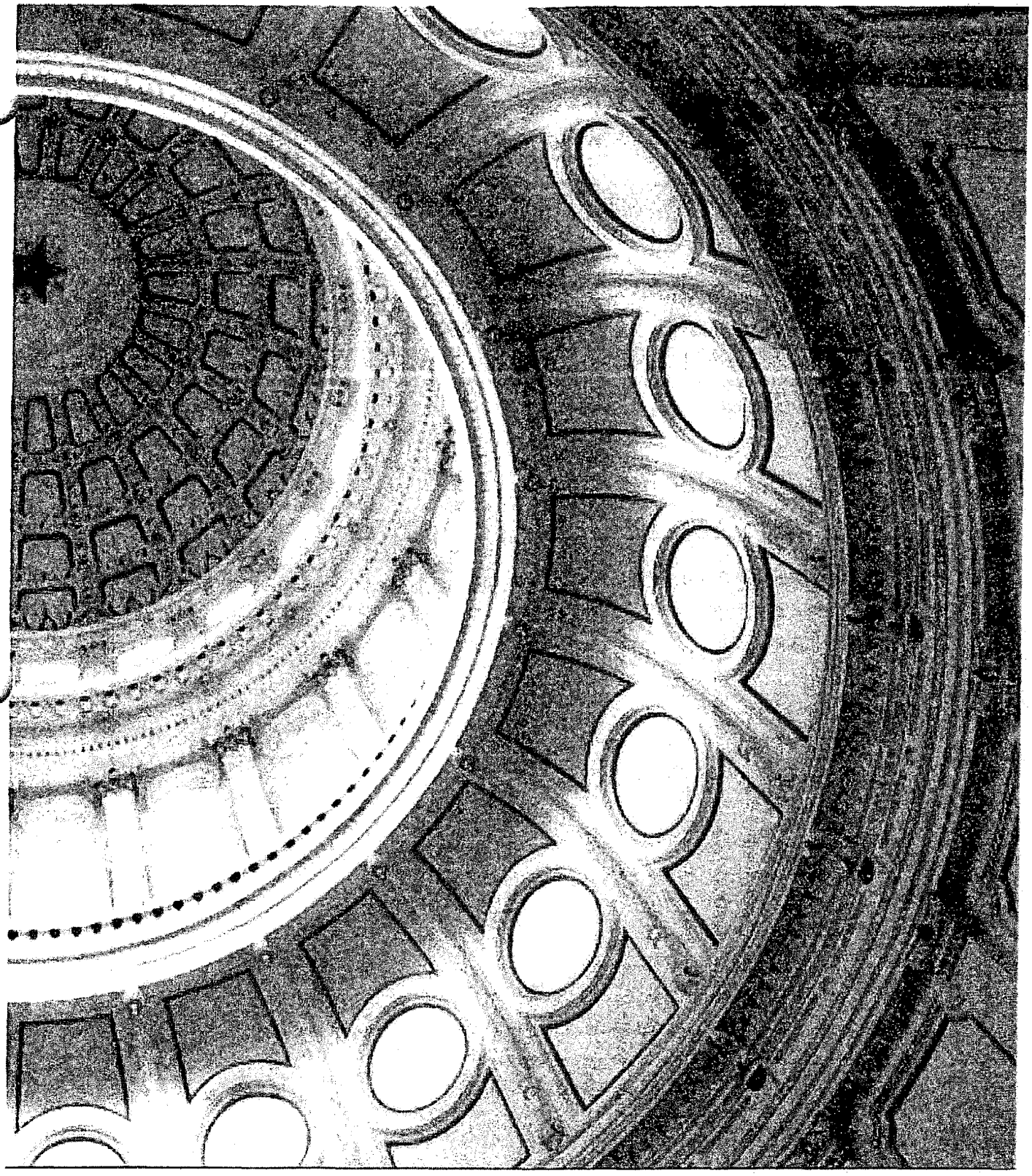
Potential Authorized Dealers

KONICA MINOLTA

EnvisionIT GOVERNMENT

State of Arizona Konica Minolta Authorized Servicing Dealers (Dealers Must Agree To Dealer Participation Agreement)

Dealer	Street Address	City, State	Zip	Phone	Fax	Counties
Copygraphix, Inc. Contact: June Crawford Email: jcrawford@theriver.com	740 East Ajo	Tucson, AZ	85713	520-792-4999	520-792-1342	Cochise Pima Pinal Santa Cruz
GBS, Inc. Dba Gallup Business Systems Contact: Michael Jones Email:mjones@gbsbiz.com	714 South 2nd St.	Gallup, NM	87301	505-863-4461	505-863-4096	Apache Navajo
Interstate Electronics Contact: Bevan Barney Email: interstate@cableone.net	3776 Main Street	Thatcher, AZ	85552	928-428-3357	928-428-3358	Cochise Gila Graham Greenlee
JJR Enterprises, Inc. Dba Caltronics Business Systems Contact: Bryson Grant Email: grantb@caltronics.net	2720 South Hardy Drive, Suite 1	Tempe, AZ	85282	916-361-5347	916-361-1829	Coconino Gila Maricopa Pinal Yavapai
Pacific Office Automation, Inc. Contact: Adam Pritchett Email:apritchett@pacificoffe. com	1305 W. 1st St.	Tempe, AZ	85281	480-305-5500	480-776-8962	Gila Greenlee Maricopa Pima Pinal
Parker's, Inc. Contact: Roger Smith Email: jsmith@parkersinc.com	714-C West Main Street	Farmington, NM	87401	505-325-8852	505-326-5967	Apache



Konica Minolta Manufacturer's
Certificate

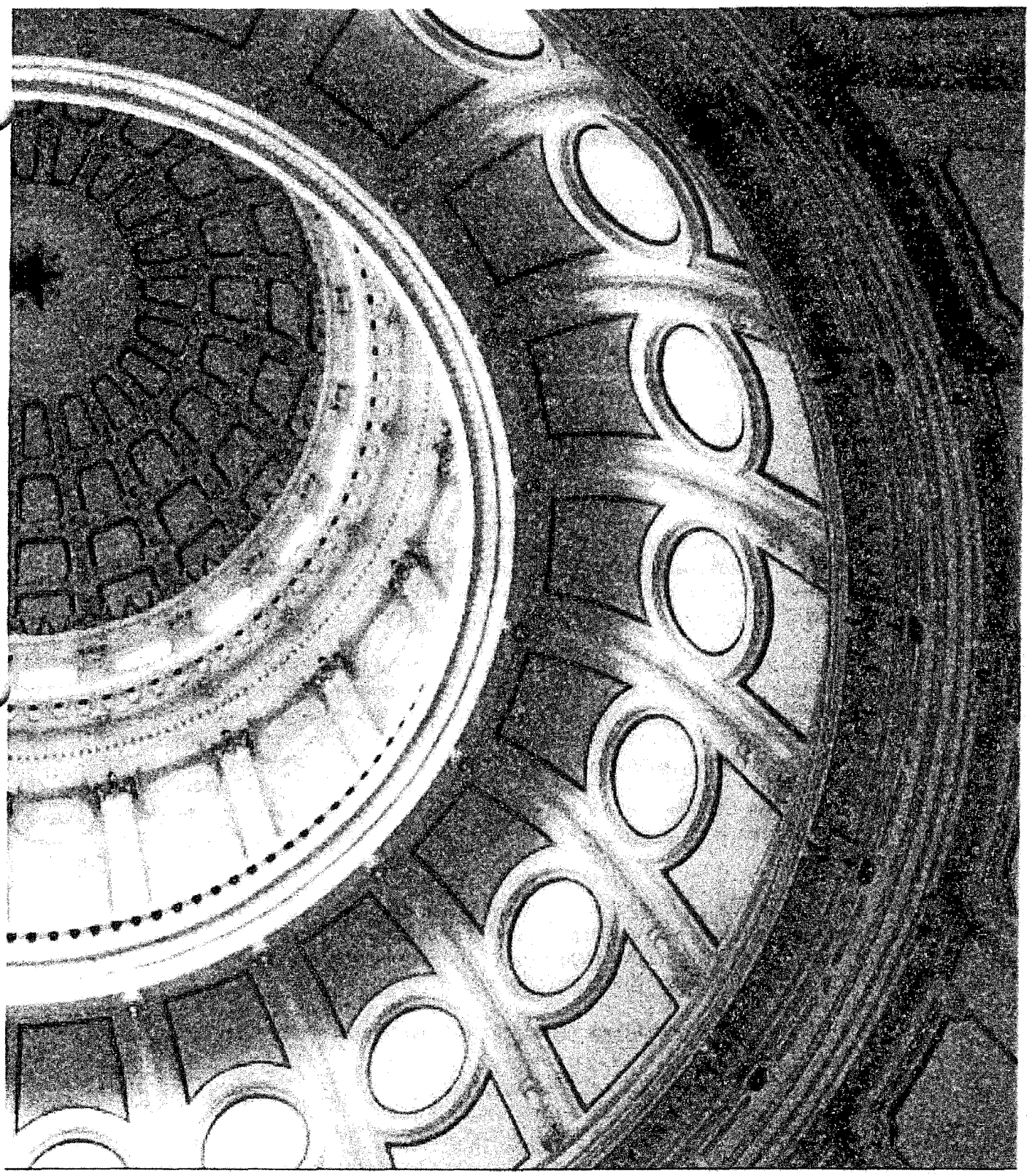
KONICA MINOLTA

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

Konica Minolta Business Solutions U.S.A., Inc. (Konica Minolta) is a private corporation wholly owned by Konica Minolta Holdings, USA Inc., a subsidiary of Konica Minolta Holdings, Inc., (KMHD) headquartered in Japan. The Original Equipment Manufacturer of Konica Minolta brand product is Konica Minolta Business Technologies, Inc., another subsidiary of KMHD. As such, Konica Minolta is fully authorized to sell and service Konica Minolta brand equipment throughout North America.

Attested by:

Brian Cupka
Senior Vice President, General Counsel and Secretary
Konica Minolta Business Solutions U.S.A, Inc.



Letter's of Reference

ADMINISTRATIVE CENTER
9801 West Van Buren Street
Tolleson, Arizona 85353
(623) 478-4000
(623) 936-5048 Fax
Website: www.tuhsd.org

GOVERNING BOARD
Steven Chapman, President
Devin Del Palacio, Vice President
Corina Madruga, Member
Vincent Moreno, Member
Freddie Villalon, Member

SUPERINTENDENT
Lexi Cunningham, Ed.D.

September 18, 2015

Mohave Educational Services
625 East Beale Street
Kingman, AZ 86401

To Whom It May Concern:

It is my pleasure to write this letter of recommendation for Konica Minolta Business Solutions for award of a contract for multifunctional devices. They are a responsible and trustworthy business partner with Tolleson Union High School District.

I was first introduced to Konica Minolta in 2002 while working at Washington Elementary School District when we entered into a $1.85 million dollar contract for the districtwide purchase of multifunctional copiers. I've since completed one additional refresh with Konica while at Washington Elementary and two here at Tolleson Union. The latest in 2014 for 43 devices for a purchase price of $474,125.00. Each time, Konica has proven themselves knowledgeable, supportive and easy to work with.

The true test of a successful copier contract does not rest with the equipment. More importantly, is the support received after the contract is signed. Not only does Konica have the power to complete an equipment install in a short period, they will allocate whatever resources are needed to ensure users can operate the equipment effectively. They not only provide the initial training, but have always been available to provide ongoing training for new-users as needed.

Probably the true strength for Konica is with their equipment technicians. These folks are well-trained, courteous and professional. They are diligent to keep the machines up and available to our end-users as expected.

I have no hesitation in recommending Konica Minolta Business Solutions for award of a contract. They are able to provide the latest copier equipment while being sensitive to our budget constraints and are genuinely interested in providing the best value for the District. They continue to provide us with what we need, when we need it, and provide excellent on-going support.

If you have any questions regarding our experience with this company, please feel free to call me.

Sincerely,

Cheryl J. Burt

Cheryl Burt
Director of Purchasing

WASHINGTON ELEMENTARY SCHOOL DISTRICT

Purchasing Department
Howard Kropp, Director of Purchasing
4650 W. Sweetwater Ave.
Glendale, Arizona 85304
TEL: 602-347-2610 • FAX: 602-347-3521 •
E-MAIL: howard.kropp@wesdschools.org

The Washington Elementary School District is committed to achieving excellence for every child, every day, every opportunity.

September 18, 2015

Letter of Reference for Konica Minolta

To Whom it May Concern

Washington Elementary School District #6 has been doing business with Konica Minolta for many years. The last time we utilized their services was in 2012 when they provided copier units for our District's copier refresh. This was for 145 new copiers under a five year lease, with funding in the $1.2 million range.

Konica has always been easy to work with and has always provided excellent customer service. Whenever I have needed back-up information all I had to do was give them a call and they produced whatever document I was in need of.

This is the third lease agreement that Washington Elementary School District has entered into with Konica since I have been with the District.

Washington Elementary School District would use Konica without hesitation in the future.

Sincerely,

Howard Kropp

Howard Kropp, Director of Purchasing

Governing Board: Tee Lambert, President • Bill Adams, Vice President • Clorinda Graziano, Member • Larry Herrera, Member • Aaron Jahneke, Member
Dr. Paul Stanton, Superintendent

COCONINO COUNTY ARIZONA

FINANCE DEPARTMENT- Purchasing Division

Sandra A. Schulz
Director - CFO

Scott D. Richardson CPPO
Purchasing Manager

September 16, 2015

To Whom it May Concern,

Konica Minolta/Hughes Calihan has been providing copiers and maintenance to Coconino County for over twenty years. The equipment purchased from Konica Minolta has always been of high quality with minimal service calls. When service is required it has always been timely. Konica Minolta has kept up with advancing technologies with their equipment. Another very positive aspect of Konica Minolta is that the northern Arizona representative, John Guinan has been a long time consistent voice for the company. John has been a real asset for Coconino County. I highly recommend Konica Minolta for award of a copier contract with MESC.

Sincerely,

Scott Richardson, CPPO
Purchasing Manager
Coconino County
219 E. Cherry Ave
Flagstaff, AZ 86001
(928)679-7191
srichardson@coconino.az.gov

THE UNIVERSITY OF ARIZONA.

Delivery, Description and
Acquisitions Team
University of Arizona Libraries

1510 E. University Blvd.
P.O. Box 210055
Tucson, AZ 85721-0055

November 07, 2014

To Whom It May Concern:

I would like to take this opportunity to share with you my experience since the decision was made to switch over to KonicaMinolta as our equipment vendor and supplier. We had Xerox for about 15 years and when the contract was about to expire, I requested that three vendors come to the UA Libraries and make a presentation on criteria's we were looking for.

Ricoh, Xerox and KonicaMinolta all had the same criteria to address in their presentation and the same amount of time to present.

Everyone that attended the presentation from the Library were all impressed with the presentation that KonicaMinolta gave.

And I must say, they have not disappointed us since we overwhelmingly chose KonicaMinolta as our preferred vendor.

I am impressed with the manufacturing of the equipment line of products. We have less jamming issues than we used to. The equipment offers advanced technology features that are simple for understanding and processing.

KonicaMinolta staff have been very responsive to my inquiries, and I had a lot of them. I went from one type of equipment and software solutions, to a new line of equipment and software after 15 years. KonicaMinolta are there to help me every step of the way. If one doesn't know the answer immediately, they find out.

The service response time has also been good. The few times they have been here since installation, they have been able to fix any issues quickly and professionally.

If you have any questions or concerns, please don't hesitate to contact me. I will be happy to talk to you.

I am overall very happy with KonicaMinolta and I am thrilled to have them as our new vendor.

Thank you for your time,

Deborah Quintana
Manager Document and Production Services
520-307-2784

THE UNIVERSITY OF ARIZONA.
HUMAN RESOURCES

1451 N Warren Avenue
P.O. Box 245010
Tucson, AZ 85724-0158
(520) 626-2600
FAX: (520) 626-8081
www.hr.arizona.edu

September 22, 2011

Mr. Mike Dehen

Konica Minolta Business Solutions, USA, Inc.

4601 S. Butterfield Drive

Tucson, Arizona 85714

Re: Letter of Recommendation

Dear Mike,

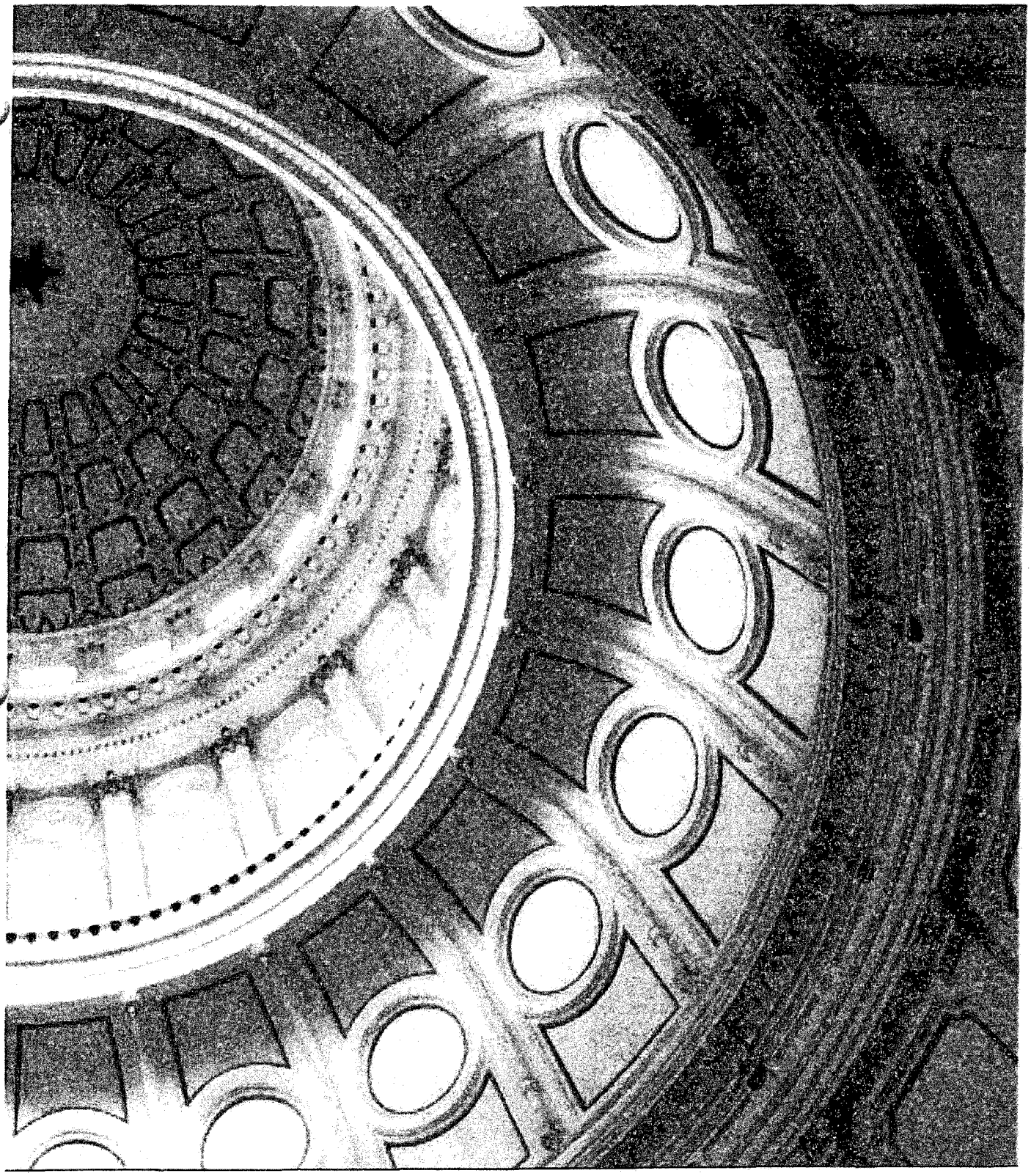
I wanted to express our appreciation for the exceptional product and great service Konica Minolta has provided for our HR office. The Bizhub C360 continues to exceed our expectations, I just hope one day the University will allow all the networking capabilities this machine has. Todd Cumming was particularly helpful with the initial install and was always available to answer questions. Additionally everyone I've dealt with in company has been pleasant and helpful.

The quality of the prints has been excellent that most people can't tell the copy from the original. The speed and ease of use with the Bizhub has been fantastic especially with last minute projects. I am happy to recommend you and your company to any other prospective clients you may have.

Sincerely,

Esther Pullido

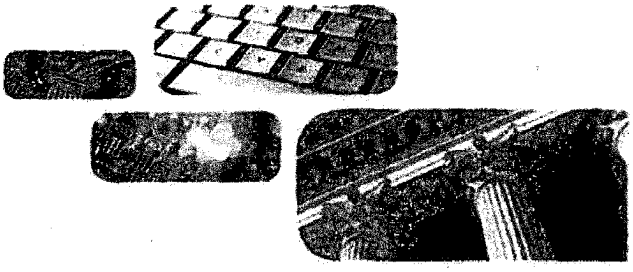
Esther Pullido



Technician Matrix

KONICA MINOLTA

Giving Shape to Ideas



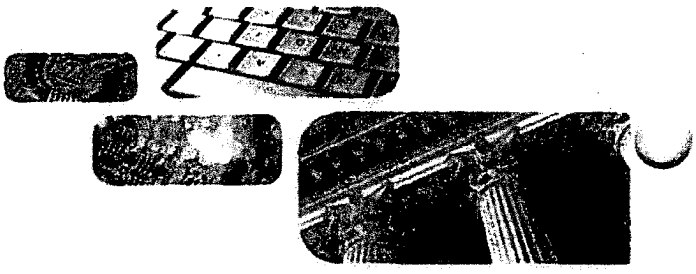
Technician Matrix Listing

Please see Electronic Version due to size of document we could not provide the entire listing in our hard copy response.

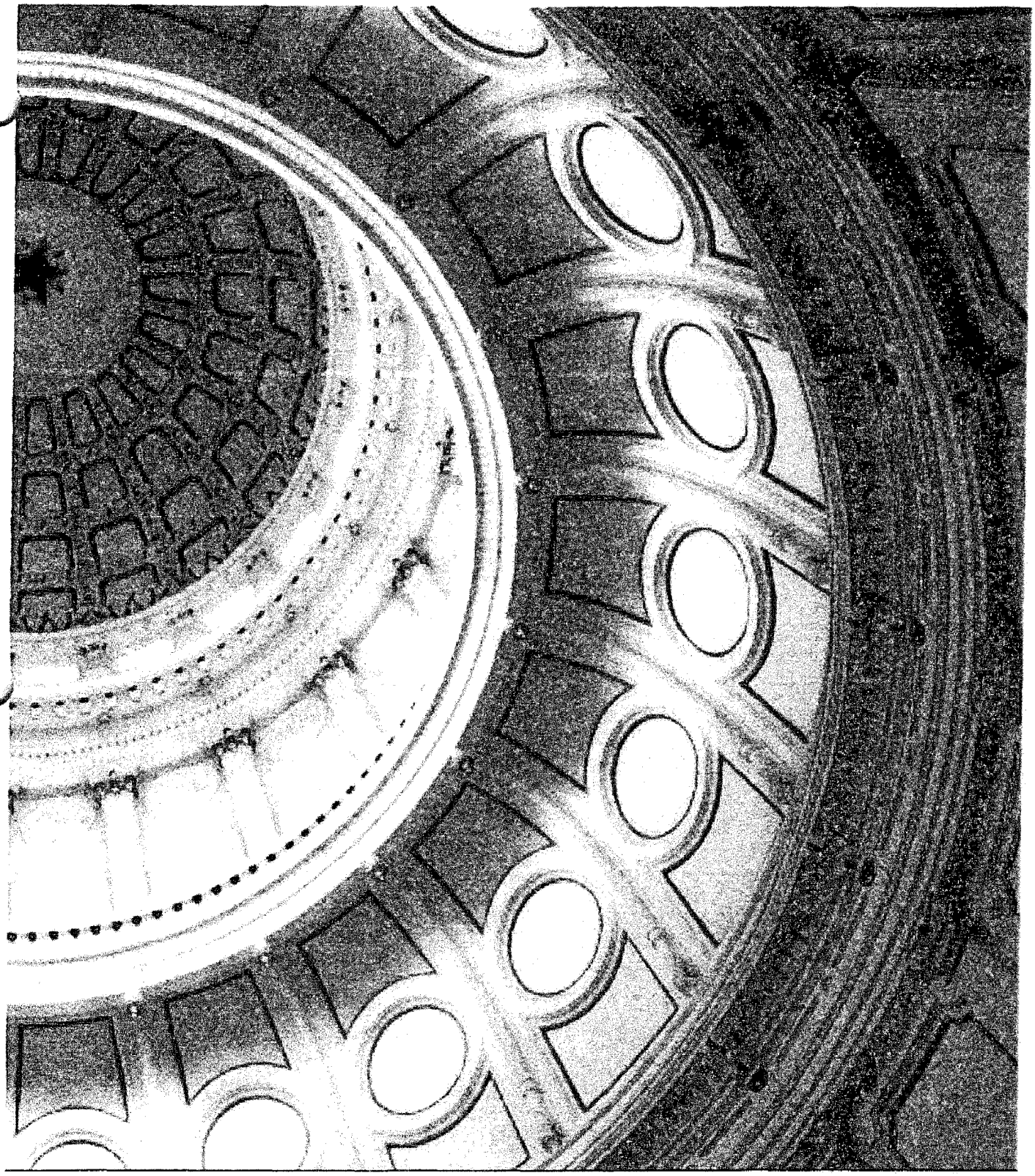
Row Labels	Count of Entity Title
Armbruster	573
Armeni	87
Beckner	549
Benavidez	264
Bishop	281
Bittel	333
Canon	385
Casillas	523
Cermak	529
Clark	575
Cumming	267
Day	498
Dinges	767
Duncan	648
Eichenberger	494
Evans	328
Ferrell	685
Florence	351
Foss	360
Gersjes	797
Gifford	246
Harrenstein	554
Hintze	206
Ingram	304
King	303
Koepke	426
Martin	144
Mason	150
Meredith	448
Morgan	511
Nakai	436
Olinger	322

KONICA MINOLTA

Giving Shape to Ideas



Pantoja	353
Robinson	76
Roen	639
Rogers	171
Rosenstein	530
Scott	564
Sias	991
Stirnaman	315
Strubhar	525
Terrasi	273
Tjader	546
Topmiller	596
Tovar	268
Wesson	400
Westling	672
Whistler	599
Willard	303
Wilson	302
(blank)	
Grand Total	**21467**



Konica Minolta Industry
Recognition & Awards

KONICA MINOLTA

Giving Shape to Ideas

Industry Recognition

KONICA MINOLTA

Gartner, Inc.
Placed as a Leader in the 2014 Gartner Magic Quadrant for Managed Print Services (MPS) & Managed Content Services (MCS)

Dow Jones Sustainability Indexes

Dow Jones Sustainability World Index
Named for economic, environmental and social performance.
DJSI World - **third** consecutive year
DJSI Asia Pacific - **sixth** consecutive year

BRAND CUSTOMER LOYALTY ENGAGEMENT INDEX 2015

Brand Keys
#1 Brand on Customer Loyalty Engagement Index
"MFP Office Copier" category - **eighth** consecutive year

ROBECOSAM Sustainability Award Gold Class 2015

RobecoSAM
Awarded Sustainability Gold Class 2015
RobecoSAM is an investment specialist focused exclusively on Sustainability Investing, based in Switzerland

CDP CLIMATE PERFORMANCE LEADER 2014

Carbon Disclosure Project (CDP)
Recognized as a World Leader for Corporate Action on Climate Change
CPLI - Japan 500 Climate Performance Leadership Index
CDLI – Japan 500 Climate Disclosure Leadership Index

FTSE4Good

FTSE Group
Best known indices in the world for socially responsible investment (SRI) communities
Included in the FTSE4Good Global Index – **12th** consecutive year

KONICA MINOLTA

Giving Shape to Ideas

Awards

Diamond Support Partner 2015

Hyland Software
Received Diamond & Platinum Support Award honors in 2015 for helping organizations operate more efficiently using the **OnBase®** enterprise content management (ECM) solution.

BLI 2015 Buyers Lab Pro Picks

Buyers Laboratory LLC
Received Production PRO Picks for the PRESS 1052, PRESS 2250P and PRESS C1100

Buyers Laboratory LLC
Awarded three (3) BLI Winter Pick 2015 Awards
Energy Efficiency: bizhub C3350 &4750; A4 Color MFP; bizhub C3350

Better Buys for Business
Awarded 2014 Innovative Product of the Year
High-volume machine category – bizhub 654e and 754e MFPs

Red Star Design Award,
Beijing Industrial Design Center
Awarded the Excellent Prize of 2014 for five (5) A3 bizhub color MFPs

BLI 2014 Buyers Lab Line of the Year Award

Buyers Laboratory LLC
Awarded BLI Line of the Year Award for an unprecedented **fourth** consecutive year!

KONICA MINOLTA

Giving Shape to Ideas

MSPmentor 501

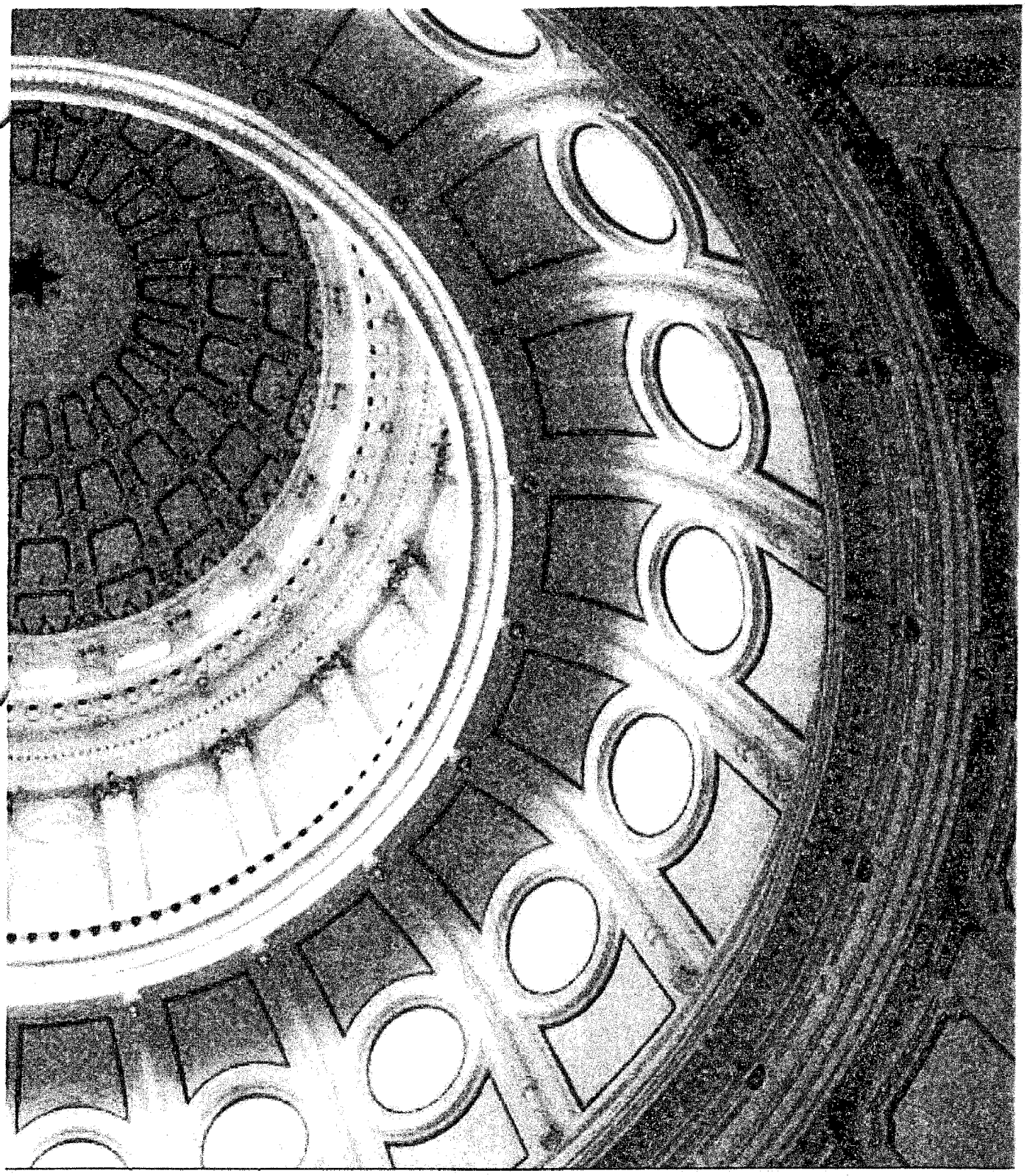
All Covered
Recognized as one of the top Managed IT service providers for sixth consecutive year!
Named to the MSPmentor501 list as well as to CRN's Managed Service Provider Elite 150

GOOD DESIGN AWARD 2014

Japan Institute of Design Promotion (JDP)
Awarded the Product Design Award 2014 for seven products: five bizhub-series A3 color MFPs and two bizhub-series A4 color MFPs

reddot award 2014
winner

Red Dot Design Design Center, Nordrhein Westfalen, Germany
Received the "Product Design 2014" award for seven products: five models of the bizhub-series A3 color MFPs (multi-functional peripherals) and two models of the bizhub-series A4 color MFPs



Tab 3b – Digital Copiers, Multifunctional Devices, Facsimile/Fax, 3D Printer Machines Lease Price Sheets

Place after Tab 3b

DIGITAL COPIERS, MULTIFUNCTIONAL DEVICES, AND FACSIMILE/FAX, 3D PRINTER MACHINES LEASE PRICE SHEET

Duplicate this form as necessary in order to create a lease price sheet for the three different types of leases listed below. If leasing services are being offered, this form must be completed and included with your proposal. See Specification 1.3.01-1.3.07 and Special Terms and Conditions 6. Leases and Rentals for details.

Lease Type (*mark one*): ____Financed Purchase ____Fair Market Value/Operating ____Rental

Name of Finance Company (if third party) ____N/A_____

Address of Finance Company _____

Phone Number of Finance Company _____

End of Lease Purchase Option Amount (if applicable) _____

At what point does title of the equipment pass to the member?_____

Base Interest Rate: Indicate the base interest rate to be applied to leases under this contract.

Term	Base Rate Tax Exempt	Payment Factor	Base Rate Taxable	Payment Factor
1 year	_____	_____	_____	_____
2 years	_____	_____	_____	_____
3 years	_____	_____	_____	_____
4 years	_____	_____	_____	_____
5 years	_____	_____	_____	_____

The above pricing is valid for ____ the date of the rate quote to the member.

The residual equipment value is defined as _____% of the remaining stream of payments.

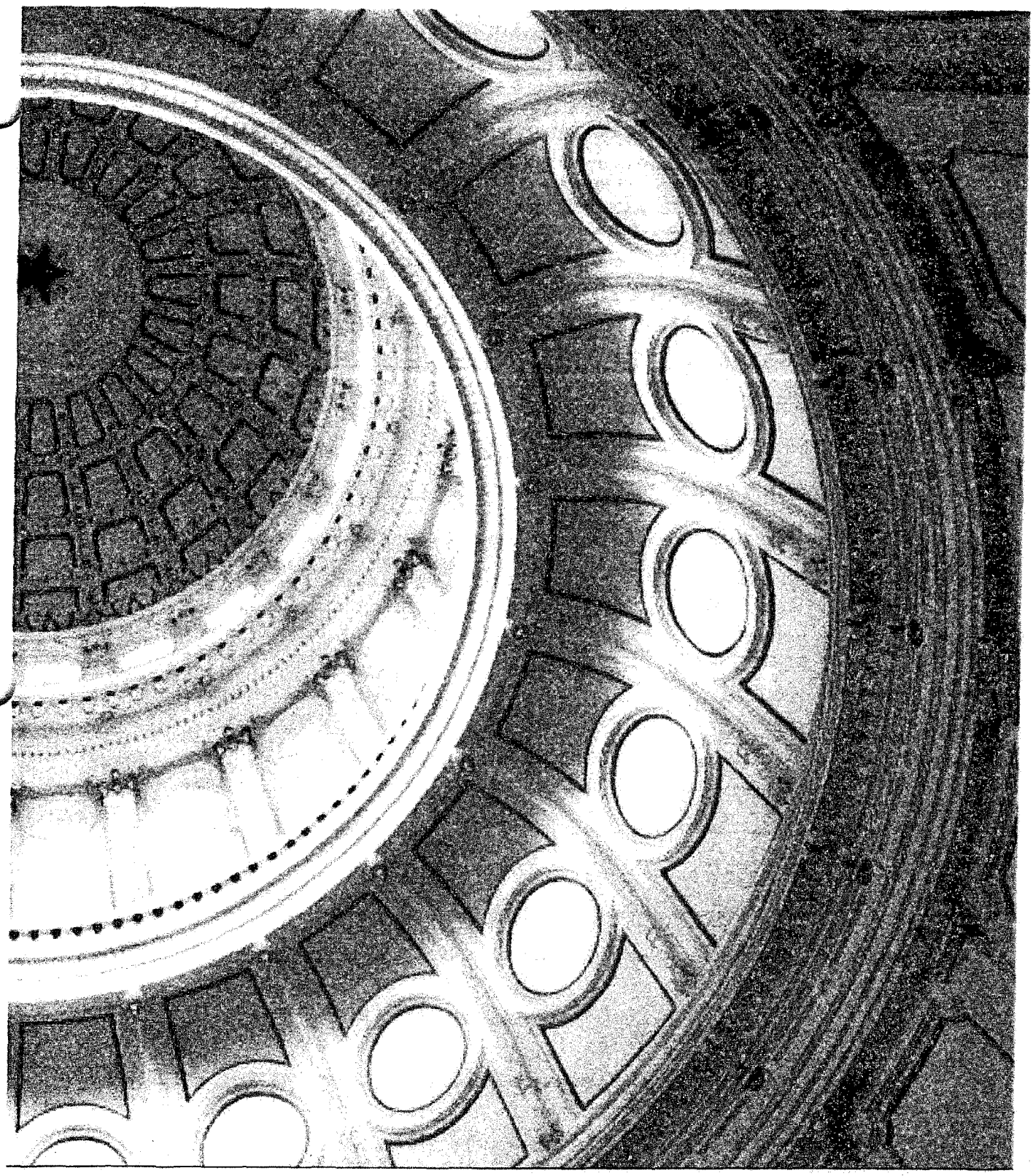
Interest Rate Adjustment: Indicate the percentage to be indexed to U.S. Treasury Bills for adjusting the interest rates above.

Tax Exempt ___% of the change between the Base Interest Rate and the like-term U.S. Treasury yield at the time of financing.

Taxable ___% of the change between the Base Interest Rate and the like-term U.S. Treasury yield at the time of financing.

Alternate methods for determining interest rates may be offered, subject to approval by Mohave. If applicable, provide details of any alternate method being proposed for determining interest rates at the time of financing.

Konica Minolta is not proposing a lease.



Tab 3c – Mobilization and Travel Description, Pricing Methodology Description, and Volume Discount Description

Place after Tab 3c

Mobilization and Travel Description

If mobilization and/or travel rates are applicable, describe how they are calculated, and when they are necessary, (e.g. 50 miles from origin). Include information regarding what the mobilization and travel rates cover. (See **Pricing: Reimbursement for Transportation, Mileage, Lodging, Meals and Incidental Expenses** in the Special Terms and Conditions.)

Konica Minolta Business Solutions does not charge any special rates for mobilization and travel for MFD's. For onsite service for 3D ProJet printers Konica charges a per trip charge of $ 25.00 in addition to the hourly rate charged and listed within the pricing pages.

Pricing Methodology Description

☐X **Our pricing methodology is percent of discount off manufacturer's price list or catalog.**

☐ Our pricing methodology is fixed pricing.

☐ Our pricing methodology is a combination of percent of discount off manufacturer's price list or catalog and fixed pricing.

Provide a description as to how your pricing will be managed under an awarded contract. If you are using fixed pricing, outline any contingencies for economic price adjustments. Mohave shall make the sole determination whether contingencies for economic price adjustments identified in your proposal are appropriate under an awarded contract. (See Basis for Pricing in the Special Terms and Conditions.)

Konica Minolta will be using the percent off of manufacturer's price list/catalog as our price methodology.

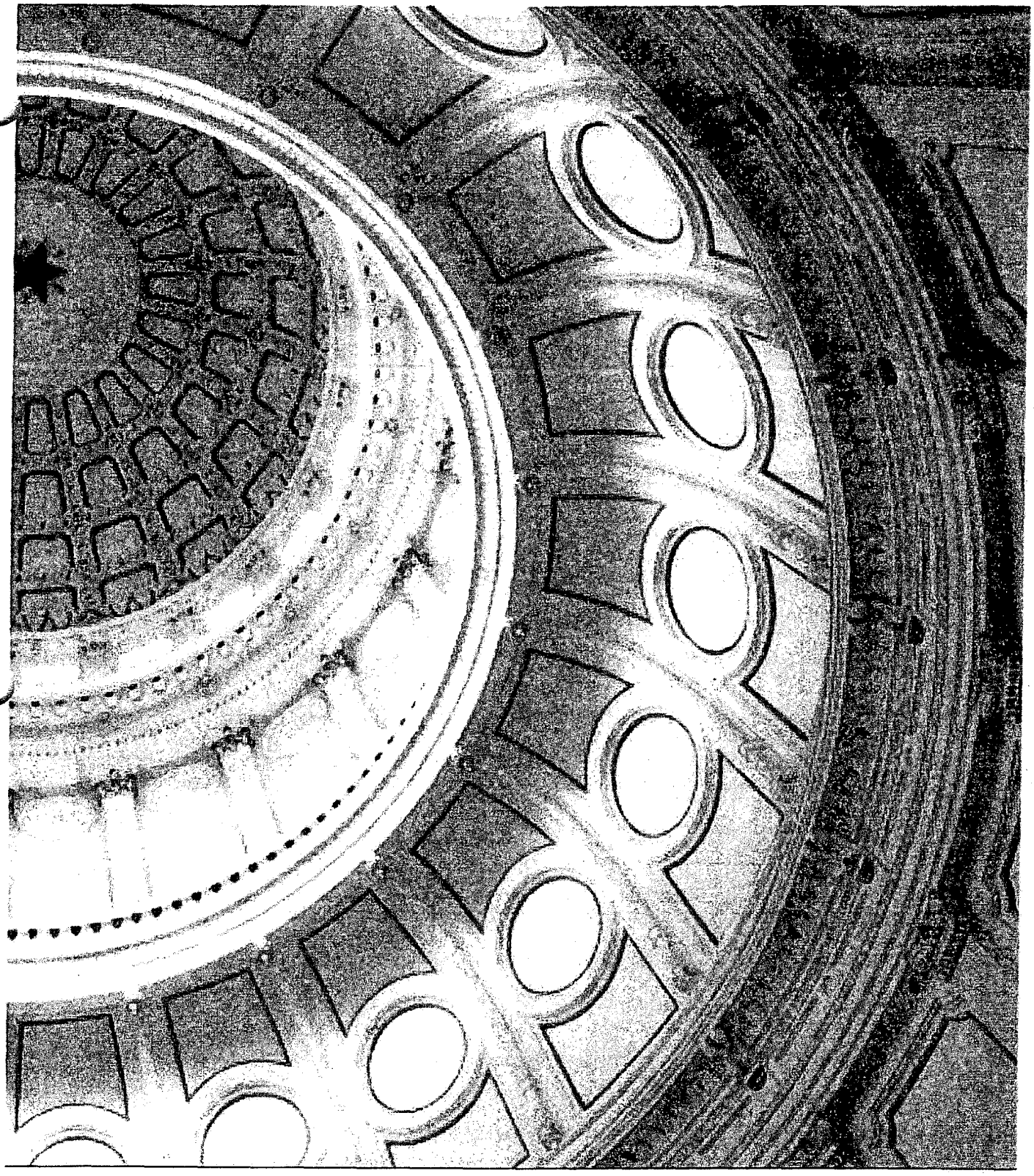
When models are discontinued KM will be proposing the new replacement model and accessories at the Same % off of retail. Note retail pricing may vary but the % off will remain consistent.

Volume Discount Description

Provide a description as to how your volume discounts (if offered) will be managed under an awarded contract.

Konica Minolta Business Solutions may offer volume discounts based on specific opportunity requirements.

When we do wish to provide a discount we will contact Mohave for approval and with the understanding that pricing provided to one Member will be offered as a promotion to all eligible Members for a minimum of 30 days. We are complying with the requirement under 11.18.



Tab 4a – Completed primary contract documents, and support and maintenance information .

Required Information – Primary Contract Documents

Place after Tab 4a

1. Provide Arizona Transaction Privilege (sales) Tax License Number: 07 287780-A

   Do you collect city, county and/or other local sales tax in Arizona? *Yes* X *No* ___

   If yes, please check one:

   ☐ Our combined state, city, county and/or other local sales tax rate is ___% (local rate).

   ☒ The sales tax rate varies by the location (e.g. ship-to-rate).

2. Mohave is established to offer a cooperative purchasing program, which can be accomplished more efficiently and economically as a multi-entity operation.

   Efficiency and economy can be established through reduced bidding effort for members and vendors, management of a single contract, fewer price schedules to maintain, fewer contact persons, using Mohave as an extension of members' purchasing departments. Additionally, it is Mohave's assertion that a statewide contract available to approximately 450 public agencies results in economies of scale and lower prices than those received by bidding individual contracts, especially, but not limited to small member agencies.

   Will a contract based upon your proposal result in the efficiencies and economies described above?

   Yes X *No* _____

   If no, what efficiencies and economies would members receive from a contract based on your proposal?

   _____

   _____

3. Contact information for purchase orders: Sales Representative's name who is assisting Member

   Physical Address: Konica Minolta Business Solutions, 500 Day Hill Road, Windsor, CT 06095

   Email Address Member should send purchase order to sales representative for processing.

   Attention of Purchase Order/Mohave

4. Sales support by region:

Name	Region served	Phone
Steve Fields-Sales Manager	Phoenix Area	602-244-9944 x7252
Adam Grodzki-Sales Manager	Tucson and Yuma Area	520-334-4402
John Guinan-Sales Manager	Flagstaff-Northern AZ	928-779-0497

5. Will you offer members a quick pay discount if payment is made within 10 or 20 days?
   Yes ____ No X If yes, what is the discount for 10 days? _____ 20 days? _____

6. What is your general website (Internet) address? http://www.Konicaminolta.us

Note: See Best and Final Offer
For further details

7. Contacts for Mohave:

Main Mohave representative contact: _____

(Shall be the main point of contact for members and be responsible for member information requests.)

There are 14 Konica Minolta Sales Representatives and Sales Managers throughout the State of Arizona that will be responsible for offering the MESC contract, consulting with Members, providing sales quotes, coordinating orders, coordinating delivery and for addressing Members needs after product placement. Please see attached list of Arizona Sales Representatives including areas they cover, management and contact information provided in Section 4a of our response documents.

Title _____ Email address _____

Phone number _____ Fax _____

Contract Administrator contact: Monica Skorobohaty

(Shall be the main point of contact for Mohave Procurement/Contract Specialists. Shall be responsible for handling information requests from the Mohave specialists.)

Title Major Account Contract Analyst-National Team Lead

Email address mskorobohaty@kmbs.konicaminolta.us

Phone number 860-697-2566 Fax _____

Accounting contact: Monica Skorobohaty

(Shall be the main point of contact for Mohave Accounting Manager.)

Title: Major Account Contract Analyst-National Team Lead

Email address:mskorobohaty@kmbs.konicaminolta.us

Phone number 860-697-2566 Fax _____

Open Order/Status Report contact: Monica Skorobohaty

(Shall be the main point of contact regarding open orders.)

Title Major Account Contract Analyst-National Team Lead

Email address mskorobohaty@kmbs.konicaminolta.us

Phone number 860-697-2566 Fax _____

Audit contact: Monica Skorobohaty

(Shall be the main point of contact for Mohave Audit Specialists.)

Title: Major Account Contract Analyst-National Team Lead

Email address mskorobohaty@kmbs.konicaminolta.us

Phone number 860-697-2566 Fax _____

Reconciliation contact: Monica Skorobohaty

(Shall be the main point of contact for the reconciliation report and payment of administration fee for Mohave Audit Specialists.)

Title Major Account Contract Analyst-National Team Lead

Email address mskorobohaty@kmbs.konicaminolta.us

Phone number 860-697-2566 Fax _____

Escalation contact: Eric Crane-Regional Manager-Government Education and Robin Craft Corporate Government Account Manager. Eric and Robin co-manage the current MESC contract.

(Shall be the main point of contact when an issue needs to be escalated above the main contact and/or contract administrator for the RFP/contract. ***This contact shall be a different individual than those named for the contacts listed above.*** *)*

Email address ecrane@kmbs.konicaminolta.us and rcraft@kmbs.konicaminolta.us

Phone number: Eric Crane: 480-227-5060 Robin Craft-916-201-2004

8. **Payment remittance address** Dept. LA 22988

Attn: Konica Minolta Business Solutions USA Inc.

City Pasadena State CA Zip 91185-2988

Telephone (invoice questions) Please contact local sales representative who will then coordinate discussion with biller for member's account.

Place after Tab 4a

Provide the requested customer support information for warranty and maintenance service offered by your firm, as applicable.

Do you provide warranty and maintenance services for the items in the proposal?

☒ **Yes,** the following is applicable to our offer. (If yes, please provide the information below.)

☐ **No,** the following is not applicable to our offer.

If not, how do members obtain warranty and maintenance service?
Mohave Member's sole and exclusive guarantee shall be the Customer One Guarantee. Konica Minolta agrees to maintain the hardware covered by this guarantee in good operating condition, providing necessary maintenance, service, and repairs as specified by the terms of the written maintenance agreement. Should a workgroup unit be out of service for more than 16 consecutive business hours, or a production print unit be down for more than 24 consecutive business hours, due to maintenance needs, Konica Minolta shall provide a loaner unit of similar capabilities upon request by Mohave Members. Any unit that Konica Minolta determines cannot be properly repaired to manufacturer's specifications will be eligible for a replacement unit of substantially similar or greater capabilities, at no additional charge; provided, however, that the replacement unit may be other than new. We commit to this agreement to ensure your total confidence in our products.
Except for the warranties herein, Seller makes no other warranties whatsoever expressed or implied with regard to the service, the software included with the hardware, its installation and maintenance, and expressly excludes all implied warranties of merchantability and fitness for a particular purpose.

Provide the name and address of the facility that will provide warranty and maintenance service, under an awarded contract. Additionally, provide a contact person and phone number for warranty and maintenance service. If there is more than one facility, provide the names and addresses for all facilities. Attach a list if necessary.

A sticker will be placed on equipment providing Member with the contact number, serial number and ID# of the equipment that will be used to place a service call. Service calls are placed with our National Customer Care Center in Phoenix, AZ and Windsor, CT. Note the Windsor NCSC has extended hours to maintain good customer service with the West Coast. Service and supply calls may be placed via 800#, fax, email, or through MyKmbs.com.

800# for service calls to the NCSC: (800) 456 5664

Please see Account Management Document provided in Section 2a of our response document for a list of Branch locations, contact information and information on service technician's tenure.

Do you provide technical assistance via phone? ☒Yes ☐No If yes, provide a phone number and contact.
Konica Minolta's toll-free phone number for service and supplies is 1-800-456-5664.

How many technicians are located at each warranty/service facility that would serve a Mohave contract?

Phoenix Area - 24, Yuma Area - 3, Tucson Area - 7, Prescott Area - 2, Flagstaff Area - 3, Show Low Area - 2

What is your service response time for metropolitan areas (e.g., Phoenix, Tucson) and rural areas?

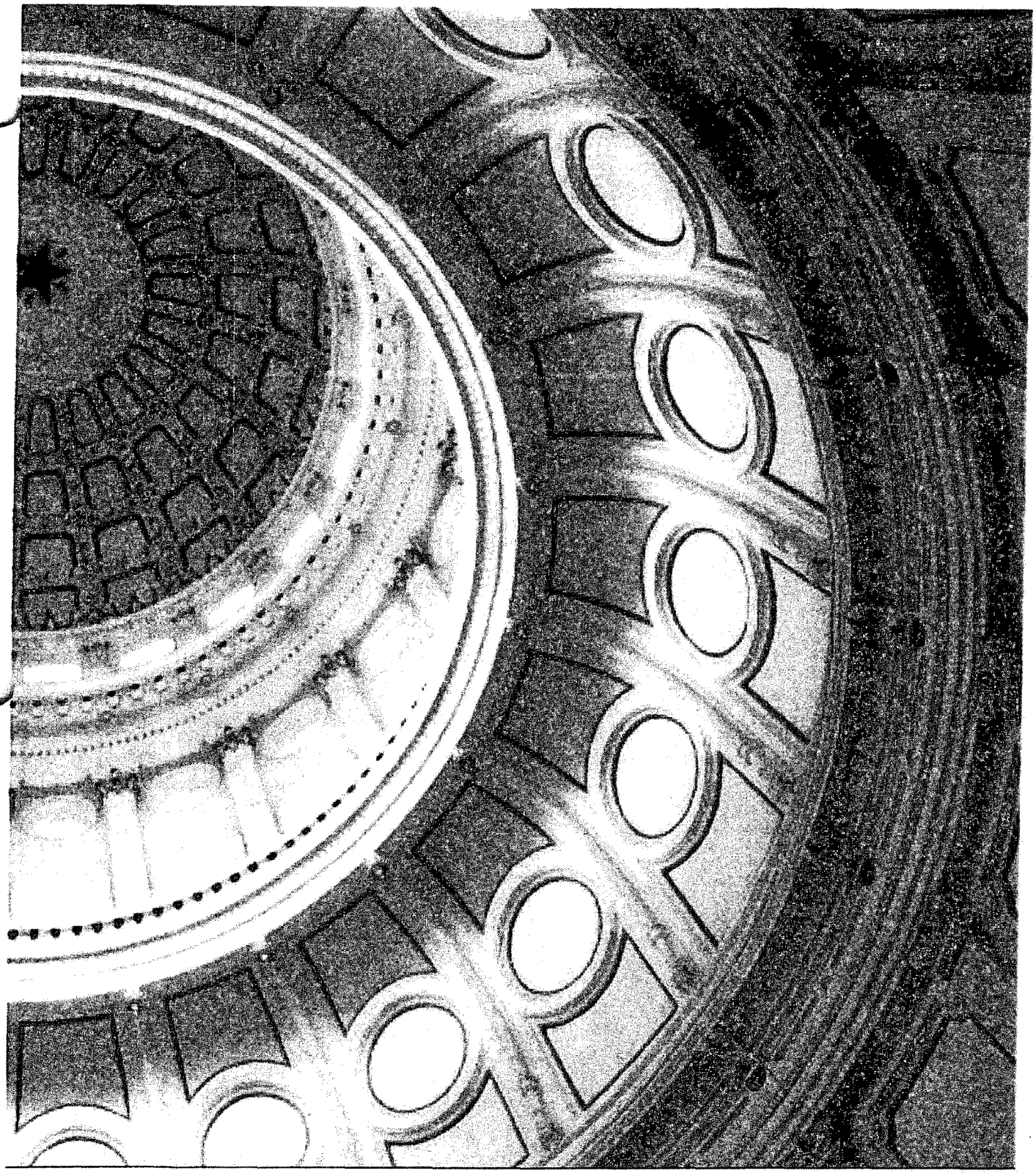
Within 1 hour of receipt of call, the technician or dispatcher will contact the requestor to confirm call receipt and provide an estimated time of arrival. Konica Minolta is committed to a four (4) business hour average on-site response time (two (2) business hour average on-site response time for production print units) for all customer locations serviced by a branch or within 50 miles of an authorized dealer.

Describe the steps a member should take to activate a warranty, if any.

Please refer to the Customer One Guarantee Brochure provided Section 4b of our response documents.

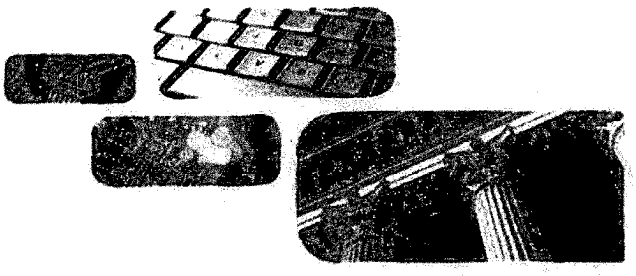
Do you offer extended warranty or maintenance service plans? ☒Yes ☐No

Mohave Member's sole and exclusive guarantee shall be the Customer One Guarantee. Please refer to the Customer One Guarantee Brochure provided in Section 4b of our response documents for more information.



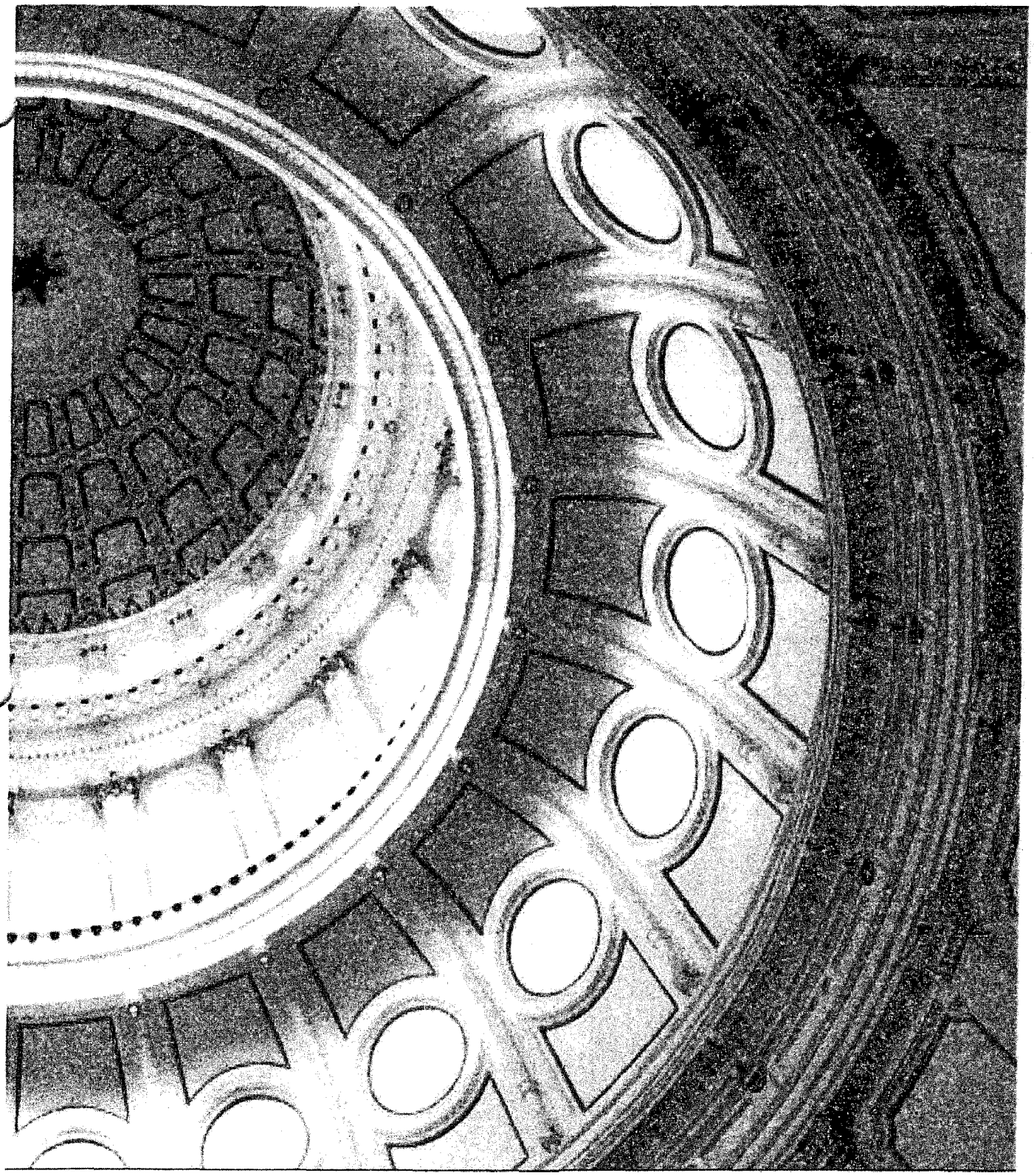
Arizona Sales Representatives and
Management

Giving Shape to Ideas



Arizona Sales Representatives and Management

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Craft	Stringer	Phoenix	State/Gov	Chip Ryan	602-798-7341	chip.ryan@kmbs.konicaminolta.us	Steve Fields	sfields@kmb.konicaminolta.us	Dan Schmidt
Craft	Stringer	Phoenix	Gov/Ed	Karen Sady-Cochran	602-798-7210	ksadyk@kmbs.konicaminolta.us	Steve Fields	sfields@kmb.konicaminolta.us	Dan Schmidt
Craft	Stringer	Phoenix	Gov/Ed	Mitchell Hill	602-244-9944	mhill@kmbs.konicaminolta.us	Steve Fields	sfields@kmb.konicaminolta.us	Dan Schmidt
Craft	Stringer	Phoenix	Gov/Ed	Dave Ratcliffe	602-798-7225	dratcliffe@kmbs.konicaminolta.us	Steve Fields	sfields@kmb.konicaminolta.us	Dan Schmidt
Craft	Stringer	Tucson	Gov/Ed	Leslie Huerta	520-334-4400	lhuerta@kmbs.konicaminolta.us	Adam Grodzki	grodzkia@kmbs.konicaminolta.us	Dan Schmidt
Craft	Stringer	Tucson	Gov/Ed	Mike Dehen	520-334-4417	mdehen@kmbs.konicaminolta.us	Adam Grodzki	grodzkia@kmbs.konicaminolta.us	Dan Schmidt
Craft	Stringer	Tucson	Non-Profits	Paul Lucas	520-334-3404	plucas@kmbs.konicaminolta.us	Adam Grodzki	grodzkia@kmbs.konicaminolta.us	Dan Schmidt
Craft	Stringer	Yuma	Gov/Ed	Keith Knappen	928-726-4532	kknappen@kmbs.konicaminolta.us	Adam Grodzki	grodzkia@kmbs.konicaminolta.us	Dan Schmidt
Craft	Stringer	Flagstaff	Gov/Ed	Caleb Chunglo	928-778-7199	cchunglo@kmbs.konicaminolta.us	John Guinan	jguinan@kmbs.konicaminolta.us	Dan Schmidt
Craft	Stringer	Flagstaff	Gov/Ed	Bryce Judd	928-537-7075	bjudd@kmbs.konicaminolta.us	John Guinan	jguinan@kmbs.konicaminolta.us	Dan Schmidt
Craft	Stringer	Prescott	Gov/Ed	Mike Miller	928-637-6415	mmiller@kmbs.konicaminolta.us	John Guinan	jguinan@kmbs.konicaminolta.us	Dan Schmidt



Tab 4b – Sample Supplemental or End User Agreements.

Place after Tab 4b

If yes, provide a summary of the plans here and/or copies of the plans after this page. Include pricing for extended warranty or maintenance service plans in your price schedule. **(Tab 3a.)** Place any sample agreement forms, which include terms and conditions and/or member signature after **Tab 4b.**

Konica Minolta has provided a copy of our Customer One Guarantee, our 3D Systems Warranty and our Standard Maintenance Agreement

Will members be required to sign any supplemental end-user agreements (sales, lease, maintenance)?

☒Yes ☐No

If yes, review/revise your agreement(s) for any terms that conflict with the Mohave terms and conditions. In addition, review for the following common issues:

Acceptable agreements **shall** include:

- Non-appropriations clause;
- Contract or agreement must be governed by the laws of the State of Arizona;
- Net payment is thirty (30) days.

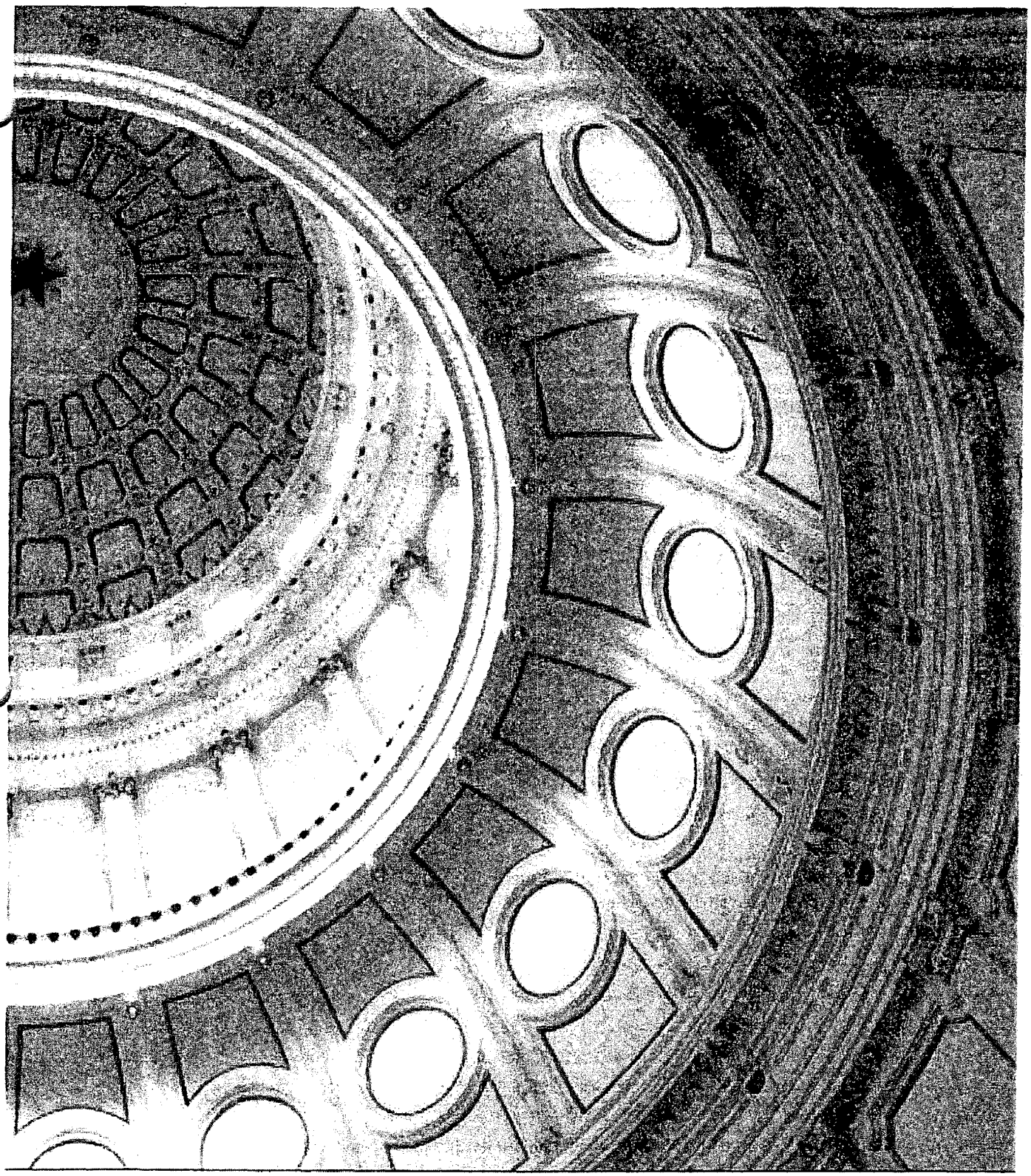
Agreements **shall not** include:

- Terms beyond one year;
- Waiver of right for a jury trial;
- Requirement of upfront payment by member when purchase order is placed;
- Entire agreement language;
- Auto-renewal language.

Attach your reviewed/revised agreement(s). **Unacceptable agreement(s) may render your proposal nonresponsive.** Do not assume a Request for Best and Final Offer will be issued to resolve conflicts within your agreement(s).

The entire Agreement between Customer and Konica Minolta on the subject matter, inclusive of RFP 15M-0924 and the Member's purchase order, hereof and supersedes any proposal or prior agreement, oral or written, or any other communications relating to maintenance services for Konica Minolta equipment and it may not be released, discharged, changed, or modified except by an instrument in writing signed by a duly authorized representative of each party. Customer agrees that any Purchase Order or other documentation issued to Konica Minolta covering the equipment or maintenance is issued for purpose of authorization and Customer's internal use only and any terms and conditions contained therein shall not modify or add to the terms and conditions of this Agreement, This Agreement will not be effective until accepted by an authorized representative of Konica Minolta. Notice of acceptance is hereby waived by Customer. This does not include any standalone lease agreement entered into by the Members.

Note: See Best and Final Offer
For further details



Sample Konica Minolta Standard
Maintenance Agreement

KONICA MINOLTA

MASTER AGREEMENT

ALL HIGHLIGHTED AREAS MUST BE COMPLETED

This Master Agreement ("Agreement") is made and entered into by and between **KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.**, a New York corporation, with its principal place of business located at 100 Williams Drive, Ramsey, New Jersey 07446 (hereinafter referred to as "KMBS") and _____, a _____, with its principal place of business located at_____, (hereinafter referred to as "Customer").

WHEREAS, Customer maintains operations in various locations throughout the contiguous United States and wishes to acquire products and related services from KMBS for use in Customer's facilities; and,

WHEREAS, KMBS wishes to sell such products and related services to Customer; and,

WHEREAS, the parties deem by means of this Agreement to establish general terms and conditions, which will govern the acquisition of such products and related services by Customer.

NOW THEREFORE, in consideration of the promises and undertakings hereinafter set forth, the parties hereby agree as follows:

1.0 SCOPE

This Agreement will apply to products and related services to be provided in the contiguous United States only. Should Customer wish to acquire products and related services outside of the contiguous United States, the respective Konica Minolta, Inc. entity or distributor in that respective country may offer Individual Contracts for acquisition of such products and related services ("Individual Contract(s)"). Each Individual Contract will be interpreted as a single agreement, independent of other Individual Contracts and this Agreement and will include local products, pricing, terms and conditions.

2.0 TERM

The term of this Agreement shall be for a _____(xx) month period from _____, 20__ through _____, 20__ ("Initial Term"). Any extension of the Initial Term of this Agreement must be mutually agreed upon and executed by the parties in the form of a written amendment to this Agreement.

3.0 PRODUCT AND SERVICE AVAILABILITY

3.1 Standard services under this Agreement are provided during KMBS's normal business hours 8:00am-5:00pm Monday through Friday exclusive of core national holidays observed by KMBS. Extended coverage services outside of standard coverage hours may be available on a per-event charge or fixed monthly premium.

3.2 The products under this Agreement are subject to availability. If KMBS is unable to fulfill a Customer order in accordance with the terms of this Agreement due to a backorder condition, KMBS will substitute an equal or better model at a price not higher than___above the price of the original model ordered.

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As KMBS introduces new Equipment such Equipment may be added to this Agreement, by Amendment at a mutually agreed upon price.

4.0 PRICING

Product and Service Pricing shall be as provided in Schedule A.

4.1 Product pricing shall be fixed for a twelve (12) month ordering period from the commencement of this Agreement at the purchase prices listed on Schedule A, thereafter pricing will be increased annually by an amount not to exceed five percent (5%) over the previous year pricing. In the event KMBS needs to revise, modify or change Schedule A, KMBS may provide such revisions, modifications or changes to Customer in the form of an email. Customer's affirmative response to such email shall constitute acceptance of the attached pricing and shall be binding on both parties.

4.2 Maintenance service pricing shall be fixed for an ordering period of twelve (12) months from the commencement of this Agreement at the prices listed on Schedule A. After the initial ordering period, maintenance service pricing will be renewed for subsequent twelve (12) month ordering periods at an increase not to exceed ten percent (10%) per year. Once equipment is installed maintenance service pricing shall be fixed for a period of ___ months (defined as the "Initial Install Term") and at the prices specified on the Schedule A in effect at the time of installation. Thereafter, maintenance coverage for individual units will automatically renew for successive one (1) year terms at an annual rate not to exceed ten percent (10%).

5.0 PAYMENT TERMS

Payment is due within thirty (30) days from the date of the invoice. Customer shall be responsible to pay all applicable sales, use, personal property or other taxes when due. The use of an eProcurement solution, credit card, procurement card or similar payment device may incur additional fees.

5.1 For outright equipment purchase, title transfers upon delivery to Customer designated location(s) and payment in full for such equipment. Customer agrees to the filing of any liens, and/or UCC security agreements (including UCC-1.)

5.2 Cyclical invoices will be prepared in a format mutually agreed upon during implementation, fully described in Schedule C. KMBS and Customer will utilize Schedule C to determine invoicing details prior to implementation. Unless Customer provides KMBS with a sales tax exemption certificate or direct payment permit, sales tax will be identified on the total taxable invoiced amount.

5.3 Should the Customer fail to make any payment due hereunder, or be or become insolvent or be a party to or acquiesce in any bankruptcy or receivership proceeding or any similar action affecting the affairs of the property of the Customer, or violate any aspect of this Agreement, KMBS may: (a) refuse to continue to service the equipment and require that Customer return the Equipment to a location specified by KMBS and may enter the Customer's premises to recover any property or equipment owned by KMBS or (b) furnish services on a time and material basis, without prejudice to any other remedies that KMBS may have.

Note: See Best and Final Offer
For further details

KONICA MINOLTA

MASTER AGREEMENT

5.4 Any of the following shall constitute an event of default under this Agreement:

a) Any breach or failure of Customer to make any payment required hereunder or under any Schedule when due, or the failure of Customer to otherwise observe or perform any of its obligations, covenants or undertakings under this Agreement or any Schedule;

b) Any misrepresentation or breach of warranty or covenant by Customer;

c) Customer, or any guarantor of Customer's obligations hereunder or under any Schedule, becomes insolvent or makes an assignment for the benefit of creditors or a receiver, conservator or liquidator of Customer, or all or a substantial part of its assets is appointed or a petition is filed by or against Customer under the Bankruptcy Codes or under any other insolvency law;

d) No express or implied waiver by KMBS of any event of default hereunder shall in any way be, or be construed to be, a waiver of any future or subsequent event of default. The failure or delay or waiver of any such right in the future and any single or partial exercise of any particular right by KMBS shall not exhaust such rights or constitute a waiver of any other right provided herein.

5.4.1 In the event of default by Customer, KMBS may, in its sole and absolute discretion:

a. Declare the entire balance of the unpaid payments for the full term immediately due and payable, sue for and receive all payments and any other payments then accrued or accelerated under this Agreement or any other Agreement plus the estimated fair market value of the Equipment at the end of the originally scheduled term;

b. Charge Customer interest on all payments due at the rate of up to eighteen percent(18%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law;

c. Require that Customer return the Equipment to a location specified by KMBS and, in the event Customer shall fail to return the Equipment, enter upon the premises peaceably with or without legal process where the Equipment is located and repossess the Equipment. Such return or repossession of the Equipment shall not constitute a termination of this Agreement unless KMBS expressly notifies Customer in writing. In the event the Equipment is returned or repossessed and unless KMBS has terminated this Agreement, KMBS will attempt to sell or re-rent the Equipment to such persons and upon such terms as KMBS may determine, at one or more public or private sale, with or without notice to Customer, and apply the net proceeds after deducting the costs and expenses of such sale or re-rent to Customer obligations with Customer remaining liable for any deficiency and with any excess being retained by Customer.

6.0 TERMINATION

KONICA MINOLTA

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6.1 In the event Customer terminates service or if KMBS terminates due to Customer's material breach within the initial term, Customer will pay a one-time fee equal to an average of three (3) months of service. KMBS allows Customer the right to terminate this Agreement for convenience; Customer may terminate with thirty (30) days prior written notice. Termination for convenience will apply to pending or open orders that have yet to be shipped to Customer locations.

6.2 If either Party breaches any of its obligations under this Agreement by an act of commission or omission, the non-breaching party hereto may notify the breaching party of the specific breach and demand that the breach be cured. That notice shall also specify with particularity any and all reasonable actions that must be taken by the breaching party to cure the breach. Unless the breaching party then cures the breach (i.e., by taking at least those reasonable actions specified in the notice) and notifies the non-breaching party of the cure within thirty (30) business days from receipt of the non-breaching party's notice, the non-breaching party shall then have the right to terminate this Agreement at any time after the thirty calendar day period by giving notice of termination to the breaching party. The termination shall be effective upon receipt of the termination notice by the breaching party, but the termination shall not operate to extinguish or prejudice the other rights and remedies of the non-breaching party with respect to the breach. However, if the breaching party has cured the breach and given notice of the cure to the non-breaching party before it receives the termination notice, the termination notice shall have no effect, and this Agreement shall remain in effect unless and until it is otherwise terminated. Termination of this Agreement due to an uncured breach by a party hereto shall cause all Schedule's under this Agreement to likewise terminate as of the termination date.

7.0 LICENSE GRANT

Subject to the terms of any license agreement provided to Customer with the equipment or software, KMBS hereby grants to Customer a non-exclusive, nontransferable, limited license to use the equipment or software for its day-to-day operations at Customer's designated location(s). Neither Customer nor anyone under its control shall make or permit to be made copies of or otherwise reproduce any software provided by KMBS or included with or in the equipment.

8.0 BUSINESS PURPOSE

Customer warrants and represents that the products purchased under this Agreement will be used for business purposes and not for personal, household or family purposes. Customer also warrants that products will be used directly by the Customer and will not be made available for resale without the express written consent of KMBS.

9.0 SELLER'S AGENTS

Customer acknowledges that it has been advised that no agent, employee, or representative of KMBS has any authority to bind KMBS to any affirmation, promise, representation, or warranty concerning any of the products or related services and, therefore, unless an affirmation, promise, representation, or warranty is specifically set forth in this Agreement, it does not form a basis of this bargain and shall not be enforceable against KMBS.

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10.0 ASSIGNMENT

Customer may not assign this Agreement, without KMBS express written consent. KMBS may assign, without notice to Customer, any of its rights under this Agreement.

11.0 NOTICE

All notices required to have been given under this Agreement shall be in writing sent by United States first-class mail or other reliable mail courier to the parties as follows:

If to Customer:	Name:	
	Address	
	City, State	
	Attn:	
	Tele:	
	eMail:	
	Fax:	
If to Konica Minolta:		Konica Minolta Business Solutions U.S.A., Inc.
		500 Day Hill Road
		Windsor, CT 06095
	Attn:	Contract Administration
	Tele:	(860) 902-2222
	eMail:	MasterAgreements@kmbs.konicamonolta.us

12.0 RISK OF LOSS; INSURANCE

Upon delivery to Customer's designated location, Customer shall bear all risk of theft, loss or damage not caused by KMBS to all equipment and products. Customer shall maintain in full force throughout the term of this Agreement such policies of insurance in order to satisfy Customer's obligations hereunder. Such policies shall also include KMBS as an additional insured and have an AM Best rating of at least A- VIII.

13.0 INDEMNIFICATION

Customer agrees to indemnify, defend and hold harmless KMBS, its officers, directors, employees and agents from all loss, liability, claims or expenses (including reasonable attorneys' fees) arising out of Customer's use of the equipment, including but not limited to liabilities arising from illegal use of KMBS products as well as bodily injury, including death, or property damage to any person, unless said injuries, death or property damage was caused solely as the result of a negligent or intentional act or omission by KMBS.

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14.0 WARRANTIES

KMBS WARRANTS THAT THE SERVICES SHALL BE PERFORMED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS FOR THE EQUIPMENT. KMBS MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE EQUIPMENT, PRODUCTS, SERVICE, SOFTWARE OR ITS INSTALLATION, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, AND EXPRESSLY EXCLUDES ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

15.0 REMEDY LIMITATIONS

CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE REPAIR OF THE EQUIPMENT OR REPLACEMENT OF A NONCONFORMING PART, AT THE OPTION OF KMBS. THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES FOR ANY PROVEN BREACH OF THIS AGREEMENT (INCLUDING WARRANTY). THE PARTIES RESERVE THE RIGHT TO RECOVER CONTRACT DAMAGES ALLOWED VIA THIS AGREEMENT. KMBS'S LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE COVER DAMAGES ON THE COST OF ALTERNATE MAINTENANCE SERVICES AND/OR CONSUMABLES PURCHASED BY THE CUSTOMER.

16.0 APPLICABLE LAW

This Agreement shall be governed by the laws of the State of New Jersey without regard to choice of law principles. In the event of litigation or other proceedings by KMBS to enforce or defend any term or provision of this Agreement, Customer agrees to pay all costs and expenses sustained by KMBS, including but not limited to, reasonable attorney's fees. Customer consents to jurisdiction in and agrees to litigate any dispute arising under this Agreement in the State or Federal courts in the State of New Jersey, County of Bergen, and waives the right to jury trial.

17.0 FORCE MAJEURE

Neither party shall be responsible for delays or failure in performance of this Agreement (other than failure to make payment) to the extent that such party was hindered in its performance by any act of God, labor dispute, or any other occurrence beyond its reasonable control.

18.0 WAIVER AND SEVERABILITY

Failure by KMBS to enforce any provision of this Agreement or failure to exercise those rights or elections provided for herein, shall in no way be considered a waiver of such provisions, rights or elections, or in any way impact KMBS's right to later enforce or exercise the same or other provisions, rights or elections, it may have under this Agreement. If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not impact the validity and enforceability of the remaining provisions of this Agreement.

Note: See Best and Final Offer
For further details

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19.0 USE OF PURCHASE ORDERS

Customer agrees that any purchase order or other Customer documentation issued to KMBS covering the equipment, products or related services is issued for purpose of authorization and Customer's internal use only. Any terms and conditions contained in any such Customer documentation shall not modify or add to the terms and conditions of this Agreement.

20.0 ORIGINAL DOCUMENT

Customer further agrees (a) that facsimile or electronic signatures shall be accepted as original signatures; and (b) that this Agreement or any document created pursuant to this Agreement, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. Neither party shall raise any objection to the authenticity of this Agreement nor any document created hereunder, based on either the use of a facsimile signature or the use of a copy retrieved from an electronic storage system.

21.0 AFFILIATES and SUBSIDIARIES

KMBS may, in its sole and absolute discretion, extend the terms of this Agreement to any or all of Customer's affiliates and subsidiaries, subject to prior approval.

Customer is required to submit to KMBS the identity of all eligible affiliates and subsidiaries permitted to use this Agreement, as referenced in Schedule D (Affiliates and Subsidiaries). Any additions and / or deletions must be submitted in writing to KMBS. Eligible entities are required to reference this Master Agreement on all order documents.

22.0 ENTIRE AGREEMENT

This is the entire Agreement between Customer and KMBS and supersedes any proposal or prior agreement, oral or written, or any other communications relating to equipment, products, services and software acquired under this Agreement. Should it be determined that a pre-existing agreement was entered into between KMBS and Customer and any affiliates or subsidiaries, then the terms of any orders placed under said agreement shall not be affected by this Agreement.

Customer may elect to lease equipment and enter into a separate standalone Lease Agreement.

This Agreement may not be modified, discharged or released except by an instrument in writing signed by a duly authorized representative of each party. This Agreement will not be effective until accepted by an authorized representative of KMBS. Notice of acceptance is hereby waived by Customer.

Note: See Best and Final Offer
For further details

KONICA MINOLTA

MASTER AGREEMENT

The Schedule(s) listed below are incorporated herein by this reference:

- Schedule A: Price and Product – Equipment, Software & Services
- Schedule B: Standard Maintenance Schedule
- Schedule C: Cyclical Invoice Requirements
- Schedule D: Affiliates and Subsidiaries

In the event of any conflict between the terms of this Agreement and the attached Schedule(s), the terms of the Schedule(s) shall control.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives on the dates set forth below.

Konica Minolta Business Solutions U.S.A., Inc.
(Home office acceptance)

Signature: _____
Print Name: _____
Title: _____
Date: _____

Agreement #
(KMBS use only)

Customer Name
xxxx

Signature: _____
Print Name: _____
Title: _____
Date: _____

Customer Address:
Street _____
City / State _____
Zip Code _____
Phone number: _____
eMail address: _____

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Schedule B: Standard Maintenance Schedule

Equipment Services

1. **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 kmbs.konicaminolta.us.
2. **Equipment Exchange:** Will be used for products where on-site support is not available. KMBS will employ a 'hot swap' process and will provide packaging for return of the original unit. Customer is responsible to facilitate the reconnection and return process.
3. **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 may add such devices to this agreement at pre-established price levels. 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.
4. **Preventative 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. Repairs and/or services that fall outside the scope of this agreement may be billed at prevailing hourly rates 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.
5. **Site Environment:** Customer shall be responsible to insure that equipment and software are 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.
6. **Prerequisite to service:** For equipment not previously under a continuous maintenance agreement, equipment must be 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 prevailing rates. A quote will be provided for customer approval before work begins.
7. **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.
8. **Relocation and Move Preparation:** When requested, relocation services will be performed and billed at prevailing rates. Coverage at the new location is subject to service availability and acceptance by KMBS.
9. **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.

Note: See Best and Final Offer
For further details

KONICA MINOLTA

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10. **Color Calibration and Management:** Routine and periodic color calibration and management of production color print profiles is not covered by this agreement.
11. **Additional Customer Requested Services:** Customer may request services be performed that are outside the scope of this agreement. Such services will be quoted and performed at agreed rates.

Supplies and Consumables

12. **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. 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.
13. **Supply Source:** Genuine KMBS supplies will be used under this agreement for KMBS equipment. For non-KMBS products KMBS will provide fully compatible toner and print cartridges for use in covered equipment.
14. **Supply shipping and handling:** KMBS may charge a supply shipping and handling fee on each periodic invoice regardless of whether supplies are shipped in any particular period. Estimated to average out the total supply shipping and handling fees over the duration of this Agreement. The current calculation for such fees can be found at http://kmbs.konicaminolta.us/faqs. KMBS reserves the right to charge for expedited supply orders (i.e. overnight delivery) where requested by customer.
15. **Auto Supply Delivery:** If part of a managed services Agreement, requires a designated customer contact(s) to confirm supply shipments via email and maintain delivery address information via MyKMBS.com or other agreed methodology.
16. **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 materially exceed (20%) of the levels used to determine contract pricing, KMBS shall have the right to invoice for the excess consumption.

Software and Solutions

17. **Licenses:** KMBS hereby grants the customer the non-exclusive, non-transferable right to install, and licenses to use the software, updates, upgrades and patches included in this agreement, provided the Agreement is in effect.
18. **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.
19. **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.
20. **Access:** Customer shall provide KMBS personnel with access to the servers and/or equipment where the software is installed. Customer shall arrange and insure that one of its employee's or

designated agents is present at all times when KMBS is performing maintenance and support services.

21. **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.
22. **Solution Integration:** With print output devices covered under this or other 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.

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

23. **Term:** Coverage for both level 0 (Software maintenance) and level 1 (Helpdesk support) begin at time of installation of software at customers location. Level 1 support is only available when level 0 support is in effect.
24. **Start of service:** Rules may vary by OEM, software activation is expected within 30 days of purchase or install whichever comes first.
25. **Current version**: Customer is required to keep software and OS at the latest recommended version levels. Failure to perform recommended updates may result in suspension and/or termination of services under this agreement
26. **Software Maintenance (Level 0):** If this option is selected, the customer is entitled support as defined below:
    a. **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.
    b. **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.
27. **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 third (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

28. **Initial Assessment:** Customer agrees to provide or assist in gathering network configuration details needed by KMBS to perform contracted services.
29. **Basic Network Services (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.
30. **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 prevailing rates. Additional end user training when requested can be provided and will be billed at prevailing rates.

31. **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).
32. **Solution Baseline**: is defined as the operating level and configurations agreed to by customer and KMBS upon completion of the technical pilot and testing.
33. **Enhancements:** For professional services beyond the baseline capabilities of the solution are available at an additional charge.
34. **Digital Connected Support:** Unless this option has been declined, expert helpdesk support is available at a fee 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.
35. **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.
36. **Hard Drive Security:** If 'bizhub SECURE' or a comparable option has been ordered, KMBS will provide advanced security services at a fee. These services include real-time hard-drive encryption (level 2 encryption – equivalent to current 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).
37. **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 prevailing hourly or per-instance rates.

METER AND RELATED

38. **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 for customer to provide timely and accurate meter readings may result in the conversion of associated equipment to flat monthly fee billing.
39. **Aggregated Meter Billing:** Contracts escalation will occur at the annual anniversary of the initial establishment of the usage pool.
40. **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.
41. **Fleet 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 for an additional fee, 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.

42. **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.

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Schedule C – Cyclical Invoice Requirements

Customer Name: _____ ☐ Invoice requirements apply to all units

Group Name: _____ ☐ Invoice requirements vary by group, separate schedule C's required.

Invoice Requirements

What is the invoice frequency?
Base/Allowance – In Advance: ☐ Monthly ☐ Quarterly ☐ Annual
Overage – In Arrears: ☐ Monthly ☐Quarterly ☐ Annual

What bill period should the invoice represent?
☐ Bill all units on a specific day. Generate invoice on the of the selected invoice frequency.
☐ Bill each machine separately based on its installation date.

Are allowances pooled / aggregated? ☐ No.
☐ Yes - a common overage rate is identified on the attached pricing schedule.
☐ Black Allowance Only ☐ Color Allowance Only ☐ Black & Color Allowances
☐ Dynamic Aggregate-Copy allowance and base charge will automatically adjust as machines are added or removed
☐ Static / Fleet Aggregate-Copy allowance and base charge will not adjust as machines are added or removed.

Are Customer codes required? *Used for accounting codes, cost centers or activity groups that need to appear on invoice documents.*
If yes, provide code details below.
Code Name 1: _____ Format/looks like: _____
Code Name 2: _____ Format/looks like: _____
Code Name 3: _____ Format/looks like: _____
Code Name 4: _____ Format/looks like: _____

Please select applicable invoice formats.
☐ Individual Invoices ☐ Summary Invoice ☐ Summary Detail report ☐ Excel Spreadsheet
How many copies are required? _____

If Summary Detail was chosen please select a sort/sub-total for the detailed report
☐ R1-Customer Code 1, Model, Serial#, Invoice # ☐ R5-PO#, Invoice #
☐ R2-Serial #, Invoice # ☐ R6-Invoice #
☐ R3-Address, Customer Code 1, Model, Serial ☐ R7-State, City, Address, Model, Serial #, Invoice #
☐ R4-Model, Serial#, City, Invoice # ☐ R8-Customer codes 1, 2 and 3, Model, Serial #, Invoice#

If Excel Spreadsheet was selected please select a sort option:
☐ 1-Invoice # ☐ 2- Street Address
☐ 3-Customer Code 1 ☐ 4-Equipment location, i.e. .room/suite/name
☐ 5-City, State ☐ Model
Please supply an email address for this option: _____

Tax Exempt ☐ No ☐ Yes- Exemption Number: _____ submit with Schedule C

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Invoice Payment / Mailing Information

What address should appear on the invoice(s) as the office responsible for issuing the payment?
Company Name: _____
Street: _____
City/State/Zip: _____
Accounts Payable Contact: _____
Email: _____ Phone: _____

What address should we mail the invoice to?
☐ Same as the Payer address listed above.
If different please provide the mail to address below:
Company Name: _____
Street: _____
Attention: _____
City/State/Zip: _____

If multiple invoice copies are required please provide mailing details:
☐ All copies to the address provided above.
☐ Other, please specify:
_____
_____
_____

Purchase Orders
Are Purchase Orders Required?
☐ Not Required ☐ Individual P.O. ☐ Blanket Purchase Order –submit with Schedule C
Purchase Order Contact: _____
Email: _____ Phone: _____

Mykmbs.com ***Establish Fleet Manager?*** ☐ No If yes, please provide contact information below.
Contact Name: _____
Email: _____ Phone: _____

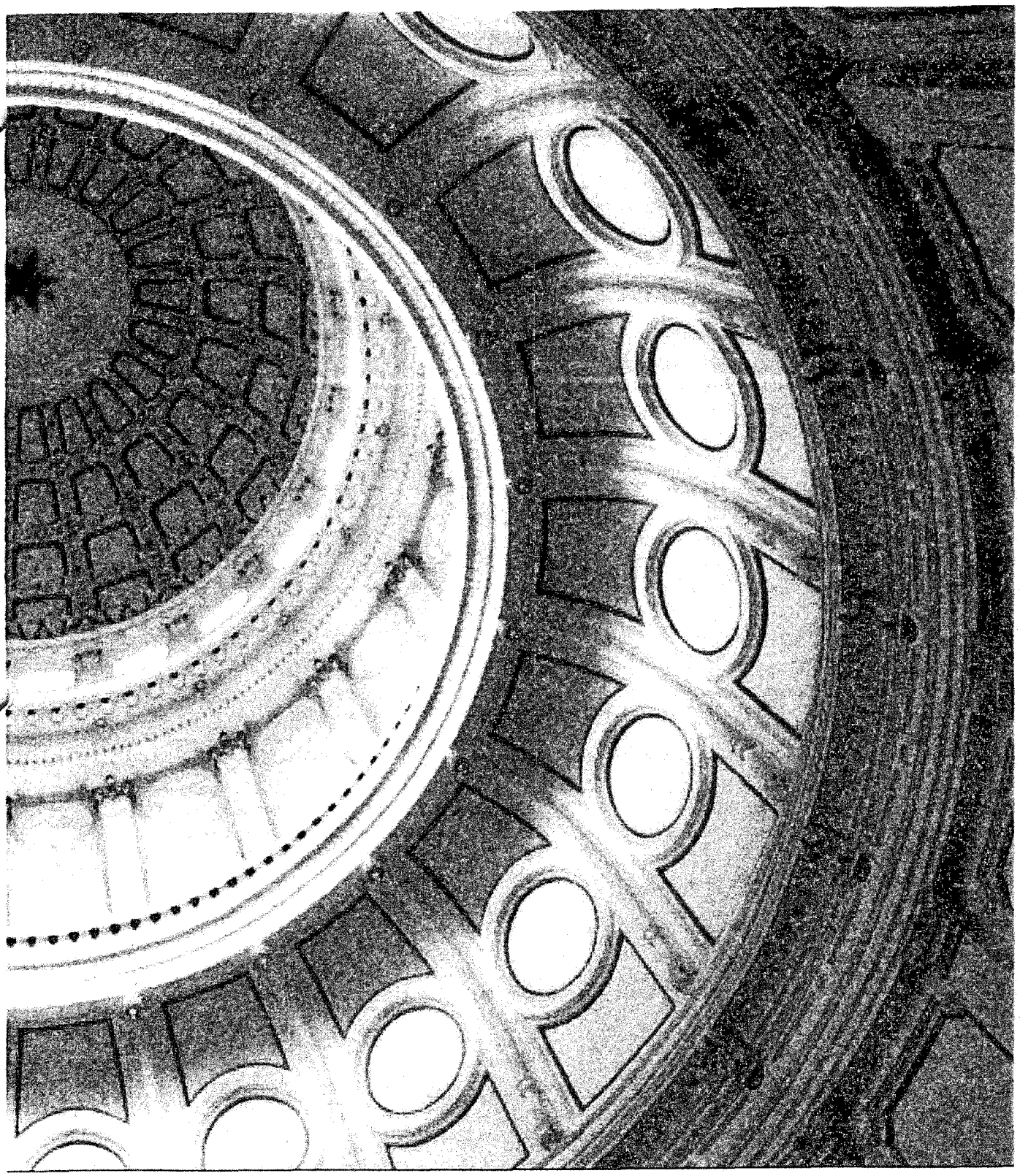
Additional invoice details / information:
_____
_____
_____

Please provide contact information:
_____

Customer Signature:
Printed Name:
Title
Date:

KMBS:

Representative Name: _____



Customer One Guarantee

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 MFP are backed by the best guarantee in the industry. So when your new MFP arrives, you'll know you are getting the latest technology, superior service and support and a lease-long 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 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 credit towards your next Konica Minolta MFP 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.

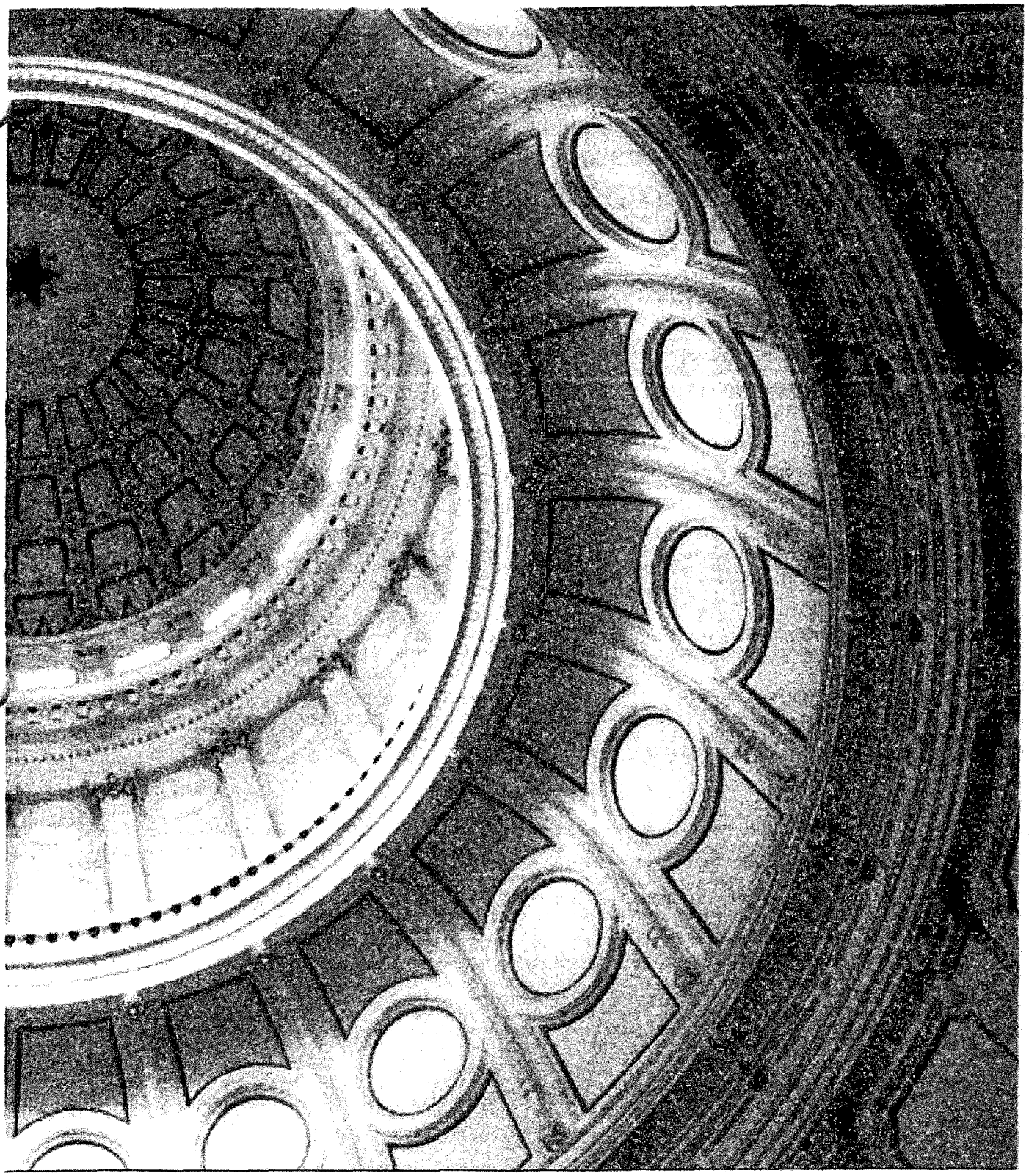
Terms & Conditions

- Equipment must be covered under full coverage maintenance agreement for term of Lease
  - *Genuine Konica Minolta parts and consumables must be used throughout the term of the lease 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 Business Solutions USA, Inc. 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 and through the end of your lease, 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 during the course of the lease, the customer will receive a credit of $1,000 towards the lease of a new Konica Minolta MFP provided it is exercised within 30 days of lease expiration and the new equipment is leased through KMPF.*
- Published Specifications include those listed on official Konica Minolta Product Literature for that model.
- Konica Minolta Business Solutions USA, Inc. makes no 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.
- Customers exclusive remedy shall be replacement or repair of the product or non conforming parts at the option of KMBS as provided in this Customer Experience Guarantee. Neither KMBS 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.
- Konica Minolta is the only manufacturer who will replace your MFP with a brand new unit during the first two years, should it fail to meet factory specifications or function on your network

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 network upgrades, software version & peripheral changes or the addition of entities not present upon the original install are introduced. 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.

KONICA MINOLTA



3D Systems Warranty

3DSYSTEMS™

3D SYSTEMS CORPORATION
Cube® and CubePro™ 3D Printers
WARRANTY

THIS WARRANTY IS PROVIDED BY 3D SYSTEMS CORPORATION, THE ORIGINAL MANUFACTURER OF THE CUBE AND CUBEPRO THREE DIMENSIONAL PRINTERS. THE CAPITALIZED TERMS: **"YOU"**, **"YOUR"** AND THEIR VARIANTS MEAN THE INDIVIDUAL, COMPANY, OR ENTITY THAT PURCHASED THE 3D PRINTER FROM 3D SYSTEMS OR ITS AUTHORIZED RETAILER OR RESELLER; **"3D SYSTEMS"**, **"WE"**, **"OUR"** AND **"US"** MEANS 3D SYSTEMS CORPORATION OR ITS AFFILIATED COMPANIES; AND **"3D PRINTER"** MEANS EITHER YOUR CUBE THREE DIMENSIONAL PRINTER OR YOUR CUBEPRO THREE DIMENSIONAL PRINTER.

WARRANTY COVERAGE

3D Systems warrants that the Cube or CubePro 3D Printer will be free from defects in materials and workmanship, during the applicable warranty period, when used under the normal conditions described in the documentation provided to you, including the respective User Guide. 3D Systems will promptly repair or replace the Cube or CubePro 3D Printer, if required, to make it free of defects during the warranty period. This warranty excludes (i) normal consumable or expendable parts (such as Material Cartridges), (ii) repairs required during the warranty period because of abnormal use or conditions (such as riots, floods, misuse, neglect or improper service by anyone except 3D Systems or its authorized service provider), and (iii) repairs required during the warranty period because of the use of non-integrated, non-approved or non-licensed materials with the Cube or CubePro 3D Printer. The warranty period for the Cube 3D Printer is ninety (90) days and shall start the date Your Cube 3D Printer is activated. The warranty period for the CubePro 3D printer is the shorter of (i) 90 days from *the date your CubePro 3D printer is activated or (ii) twenty four (24) months after the date the CubePro 3D Printer is shipped from 3D* Systems to the end customer or intermediary. For consumers who are covered by consumer protection laws or regulations in their country of purchase or, if different, their country of residence, the benefits conferred by our standard warranty are in addition to, and operate concurrently with, all rights and remedies conveyed by such consumer protection laws and regulations, including but not limited to these additional rights.

THIS WARRANTY IS THE ONLY WARRANTY PROVIDED FOR THE CUBE OR CUBEPRO 3D PRINTER. TO THE MAXIMUM EXTENT PERMITTED BY LAW, 3D SYSTEMS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES FOR THE CUBE OR CUBEPRO 3D PRINTER AND EACH OF ITS COMPONENTS, WHETHER THOSE WARRANTIES ARE EXPRESS, IMPLIED OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR INTENDED OR PARTICULAR PURPOSES

WARRANTY SERVICE

You must contact the 3D Systems' Warranty Hotline for any defects in the Cube or CubePro 3D Printer during the warranty term. If you purchased your CubePro 3D Printer from a company other than 3D Systems, you may need to speak with them first before contacting 3D Systems. You may be instructed to ship the defective 3D Printer, or certain parts of the 3D Printer, to 3D Systems. Please retain your Cube or CubePro packaging so that it may be used if You need to ship the 3D Printer. You can learn more about 3D Systems' warranty, service, updates, and other support by visiting http://cubify.com/en/Cube for the Cube 3D printer or http://www.cubify.com/en/CubePro for the CubePro 3D printer. You may also directly contact 3D Systems using the numbers or email addresses below:

Warranty Hotline from the Americas	Warranty Hotline from Europe	Warranty Hotline from elsewhere
888-598-1440 inside the US and +1 678-338-3480 outside the US weekdays during normal business hours or by email at cubifysupport@cubify.com.	+44 1442 279 839 (UK) or +49 6151 357 499 (DE) weekdays during normal business hours or by email at cubifysupport@cubify.com.	+1 678-338-3480 weekdays during normal business hours or by email at cubifysupport@cubify.com.

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.

EXHIBIT B
Award

MOHAVE
ARIZONA COOPERATIVE PURCHASING

NOTIFICATION OF AWARD LETTER

January 27, 2016

Sent this day via email to rcraft@kmbs.konicaminolta.us

Kay Fernandez, VP, Strategic Business Development
Konica Minolta Business Solutions, U.S.A., Inc.
100 Willians Drive
Ramsey, NJ 07446

Congratulations, Konica Minolta Business Solutions, U.S.A., Inc. response has been awarded a contract under RFP 15M-0924. Attached is a copy of the contract signature page. Important notes and action items regarding the award are listed on the following pages. **Some action items contain important deadlines noted in bold font. Be sure to meet the requests and/or requirements on or before the deadlines noted.**

Your organization is bound by the terms of this contract; **only items specifically requested in this solicitation and awarded in your response to this solicitation will be authorized/allowed.**

Advise your Mohave customers to make purchase orders out to Konica Minolta Business Solutions, U.S.A., Inc. In the event you receive a purchase order from a member that does not contain the "MESC REVIEWED" stamp, it should be faxed to (928-718-3232), or emailed (orders@mesc.org) to Mohave for review.

Do not perform any work or provide any products until you receive a "MESC Reviewed" purchase order.

We highly recommend having your staff review our vendor information pages at (http://www.mesc.org/resources-brochures) to learn more about working with Mohave. Especially helpful is the Vendor Handbook.

The procurement file for RFP 15M-0924 made available for public inspection on January 27, 2016.

Please check all the entries on the contract record attached. You may make additions or revisions to the description (40 words or less), contact persons, etc. Email back any changes as soon as possible to nancy@mesc.org.

Your contract number is 15M-KMBS-0128 and will take effect on January 28, 2016.

If you have any questions regarding your new contract, please call me at (928) 718-3228. We look forward to working with you and your company in the future.

Nancy L. Colbaugh

Nancy L. Colbaugh, CPPB
Contract Specialist I

NOTES ON AWARD FOR: Konica Minolta Business Solutions U.S.A., Inc.

- Please remind the member of their responsibility to independently verify that quotations and purchase orders comply with the terms of the award of a contract or procurement. This responsibility is set by rule and statute, and cannot be changed by Mohave. Members can go to (service.mesc.org/PVF/plist.php) to assist in meeting this due diligence responsibility.
- Financial information included under Tab 2 of your response will be kept confidential.
- All products must be priced using contract pricing approved by Mohave.
- All quotes shall include your contract #15M-KMBS-0128.
- Send requests for pricing updates to Michael Carter - michael@mesc.org.
- Do not provide any goods/services until you receive a Mohave reviewed purchase order.
- Quick payment discounts must be approved by Mohave before being offered to members, and must be available equally.
- Order cycle overview:
    1. Member forwards purchase orders to Mohave. Vendor is Konica Minolta Business Solutions.
    2. Mohave reviews and emails member order with "*MESC Reviewed*" stamp, to Konica Minolta Business Solutions.
    3. Konica Minolta Business Solutions provides product/services.
    4. Konica Minolta Business Solutions invoices member.
    5. Member pays Konica Minolta Business Solutions.
    6. Konica Minolta Business Solutions sends Usage and Reconciliation Report to Mohave.
    7. Konica Minolta Business Solutions remits administration fee monthly, based on invoices paid.
    8. Mohave audits selected purchases.

REQUIREMENTS/ACTION ITEMS FOR THE AWARD:

- You agreed to provide a Reconciliation Report detailing activity under the contract, and payment for Mohave administration fees for invoices paid in the previous month. Your report is due on the 20th of each month. **Mohave's Audit Specialist will contact you and provide you with a sample report, based on reports provided under contract 10I-KMBS-0127.**
- If no invoices were paid under the contract in the previous month, you may send an email to adminreport@mesc.org advising of no sales to report for the month.
- Because you have an existing Mohave contract, we want to address how to properly report invoices on your monthly reconciliation reports because it may be necessary to submit two separate reports until all old contract purchases are closed:
    - Line item purchase orders that remain open under 10I-KMBS-0127 should be reported on 10I-KMBS-0127 CONTRACT reconciliation reports.
    - Blanket purchase order invoices with a ship date prior to, or on January 27, 2016 should be reported on the 10I-KMBS-0127 reconciliation report.
    - New purchase orders issued under the 15M-KMBS-0128 contract should be reported under 15M-KMBS-0128 reconciliation reports.
    - Blanket purchase order invoices with a ship date after January 27, 2016 should be reported on the 15M-KMBS-0128 reconciliation reports.
- Administration fee payments should be mailed to:

  Mohave Educational Services
  625 E. Beale St.
  Kingman, AZ 86401

- In order to assist members with new contract award notices, Mohave will be releasing your contract award information to the members prior to January 28, 2016. Information regarding your contract award will be posted to our website and will be made available in our product vendor finder. Pricing from your awarded contract will also be made available to our members. All of this information will be accessible by our members before January 28, 2016You may provide quotes to members for this contract. However, it will be your responsibility to inform members the contract is not effective until January 28, 2016, and members should not be processing purchase orders until that date. Acting on purchase orders (delivering products or services) prior to January 28, 2016 **is a**

violation of the contract. Please ensure that your staff is aware of the effective date January 28, 2016, in order to avoid contract confusion.

- All future pricing updates must be electronic. Updates on the original Excel workbooks are preferred. Similar formats in Word or PDF are acceptable.
- We feature marketing information about your current contract in the product vendor finder on our website. Please visit our website (www.mesc.org) and go to the "All Products/Vendors" under the "Contracts & Solicitations" menu. Find your company from the list and click on your name. Once on your company information, review the "About Vendor" section of the "Overview." Confirm in writing if that information is still accurate, or if changes need to be made. Mohave reserves the right to edit information for content or length. **Email this information to nancy@mesc.org no later than February 5, 2016.**
- Confirm your understanding and acceptance that pricing shall use a maximum of three (3) decimal places under your contract. **Email this information to nancy@mesc.org no later than February 5, 2016.**
- **Note:**
    - In future pricing updates, use formulas to ensure the correct pricing is being calculated and that pricing is not being backed into for the Mohave price.

StateBank

Visit Website

5330 E Calle Del Norte
Phoenix AZ 85018-4449

Main Contact:
William (Bill) Bauman
Phone: 888-345-0071

Contract:
13R-BFG-0127

Final Expiration:
01/27/2019

Next Renewal:
01/27/2017

Mohave Contacts:
Procurement Specialist:
Griselda Cruz

Contract Specialist
Michael Carter, CPPB

Products/Services:

Baystone Government Finance provides:

- Tax-exempt lease purchase financing in the following areas:
  - Large financing
  - Small financing
  - Real or personal property
  - Modular buildings
  - School buses
  - Energy management
  - Copiers
  - Office equipment
  - Computer hardware and software

Baystone Government Finance has a $5,000 minimum transaction size for lease purchase financing.

*****Member will issue PO to Kansas State Bank**

About Vendor:

Baystone Government Finance is one of the largest municipal finance teams in the country. Our specialty is tax-exempt municipal lease purchase financing, which allows municipal entities to buy essential equipment through manageable installment payments. We have had a Mohave contract for lease purchase financing since 1995. Our approved Mohave financing contract document has been used by dozens of Arizona school districts and many other political subdivisions in the state. As a Mohave contract holder, we ensure low financing rates and quick credit responses. With Baystone Government Finance you can count on customized financing solutions and no closing costs or hidden fees.

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MOHAVE
ARIZONA COOPERATIVE PURCHASING

EXHIBIT B

15M-KMBS-0128 Konica Minolta Business Solutions, U.S.A., Inc. Award, Extension, and Amendment Documents

15M-KMBS-0128 Award Letter 2

15M-KMBS-0128 Offer and Acceptance Form 5

15M-0924 Signed Award Recommendation 6

15M-0924 Evaluator Agreements 9

15M-KMBS-0128 Federal and State Excluded Parties Documents 13

15M-KMBS-0128 Contract Extension Documents 17

Click section title to be taken directly to that section.

8/7/15 EH

MOHAVE
ARIZONA COOPERATIVE PURCHASING

NOTIFICATION OF AWARD LETTER

January 27, 2016

Sent this day via email to rcraft@kmbs.konicaminolta.us

Kay Fernandez, VP, Strategic Business Development
Konica Minolta Business Solutions, U.S.A., Inc.
100 Willians Drive
Ramsey, NJ 07446

Congratulations, Konica Minolta Business Solutions, U.S.A., Inc. response has been awarded a contract under RFP 15M-0924. Attached is a copy of the contract signature page. Important notes and action items regarding the award are listed on the following pages. **Some action items contain important deadlines noted in bold font. Be sure to meet the requests and/or requirements on or before the deadlines noted.**

Your organization is bound by the terms of this contract; **only items specifically requested in this solicitation and awarded in your response to this solicitation will be authorized/allowed.**

Advise your Mohave customers to make purchase orders out to Konica Minolta Business Solutions, U.S.A., Inc. In the event you receive a purchase order from a member that does not contain the "MESC REVIEWED" stamp, it should be faxed to (928-718-3232), or emailed (orders@mesc.org) to Mohave for review.

Do not perform any work or provide any products until you receive a "MESC Reviewed" purchase order.

We highly recommend having your staff review our vendor information pages at (http://www.mesc.org/resources-brochures) to learn more about working with Mohave. Especially helpful is the Vendor Handbook.

The procurement file for RFP 15M-0924 made available for public inspection on January 27, 2016.

Please check all the entries on the contract record attached. You may make additions or revisions to the description (40 words or less), contact persons, etc. Email back any changes as soon as possible to nancy@mesc.org.

Your contract number is 15M-KMBS-0128 and will take effect on January 28, 2016.

If you have any questions regarding your new contract, please call me at (928) 718-3228. We look forward to working with you and your company in the future.

Nancy L. Colbaugh

Nancy L. Colbaugh, CPPB
Contract Specialist I

NOTES ON AWARD FOR: Konica Minolta Business Solutions U.S.A., Inc.

- Please remind the member of their responsibility to independently verify that quotations and purchase orders comply with the terms of the award of a contract or procurement. This responsibility is set by rule and statute, and cannot be changed by Mohave. Members can go to (service.mesc.org/PVF/plist.php) to assist in meeting this due diligence responsibility.
- Financial information included under Tab 2 of your response will be kept confidential.
- All products must be priced using contract pricing approved by Mohave.
- All quotes shall include your contract #15M-KMBS-0128.
- Send requests for pricing updates to Michael Carter - michael@mesc.org.
- Do not provide any goods/services until you receive a Mohave reviewed purchase order.
- Quick payment discounts must be approved by Mohave before being offered to members, and must be available equally.
- Order cycle overview:
    1. Member forwards purchase orders to Mohave. Vendor is Konica Minolta Business Solutions.
    2. Mohave reviews and emails member order with "*MESC Reviewed*" stamp, to Konica Minolta Business Solutions.
    3. Konica Minolta Business Solutions provides product/services.
    4. Konica Minolta Business Solutions invoices member.
    5. Member pays Konica Minolta Business Solutions.
    6. Konica Minolta Business Solutions sends Usage and Reconciliation Report to Mohave.
    7. Konica Minolta Business Solutions remits administration fee monthly, based on invoices paid.
    8. Mohave audits selected purchases.

REQUIREMENTS/ACTION ITEMS FOR THE AWARD:

- You agreed to provide a Reconciliation Report detailing activity under the contract, and payment for Mohave administration fees for invoices paid in the previous month. Your report is due on the 20th of each month. **Mohave's Audit Specialist will contact you and provide you with a sample report, based on reports provided under contract 10I-KMBS-0127.**
- If no invoices were paid under the contract in the previous month, you may send an email to adminreport@mesc.org advising of no sales to report for the month.
- Because you have an existing Mohave contract, we want to address how to properly report invoices on your monthly reconciliation reports because it may be necessary to submit two separate reports until all old contract purchases are closed:
    - Line item purchase orders that remain open under 10I-KMBS-0127 should be reported on 10I-KMBS-0127 CONTRACT reconciliation reports.
    - Blanket purchase order invoices with a ship date prior to, or on January 27, 2016 should be reported on the 10I-KMBS-0127 reconciliation report.
    - New purchase orders issued under the 15M-KMBS-0128 contract should be reported under 15M-KMBS-0128 reconciliation reports.
    - Blanket purchase order invoices with a ship date after January 27, 2016 should be reported on the 15M-KMBS-0128 reconciliation reports.
- Administration fee payments should be mailed to:

  Mohave Educational Services
  625 E. Beale St.
  Kingman, AZ 86401

- In order to assist members with new contract award notices, Mohave will be releasing your contract award information to the members prior to January 28, 2016. Information regarding your contract award will be posted to our website and will be made available in our product vendor finder. Pricing from your awarded contract will also be made available to our members. All of this information will be accessible by our members before January 28, 2016You may provide quotes to members for this contract. However, it will be your responsibility to inform members the contract is not effective until January 28, 2016, and members should not be processing purchase orders until that date. Acting on purchase orders (delivering products or services) prior to January 28, 2016 **is a**

violation of the contract. Please ensure that your staff is aware of the effective date January 28, 2016, in order to avoid contract confusion.

- All future pricing updates must be electronic. Updates on the original Excel workbooks are preferred. Similar formats in Word or PDF are acceptable.
- We feature marketing information about your current contract in the product vendor finder on our website. Please visit our website (www.mesc.org) and go to the "All Products/Vendors" under the "Contracts & Solicitations" menu. Find your company from the list and click on your name. Once on your company information, review the "About Vendor" section of the "Overview." Confirm in writing if that information is still accurate, or if changes need to be made. Mohave reserves the right to edit information for content or length. **Email this information to nancy@mesc.org no later than February 5, 2016.**
- Confirm your understanding and acceptance that pricing shall use a maximum of three (3) decimal places under your contract. **Email this information to nancy@mesc.org no later than February 5, 2016.**
- **Note:**
    - In future pricing updates, use formulas to ensure the correct pricing is being calculated and that pricing is not being backed into for the Mohave price.

Offer and Acceptance Form

Place after Tab 1a

RFP 15M-0924
Digital Copiers, Multifunctional Devices, 3D Printers, Supplies, Maintenance and Managed Print Services

To Mohave Educational Services Cooperative, Inc.:

The undersigned hereby certifies understanding and compliance with the requirements in all terms, conditions, specifications and amendments. Offeror further agrees to furnish materials and/or services in compliance with all terms, conditions, specifications and amendments in the solicitation and any written exceptions in the offer.

Federal Employer Identification Number 13-1921089

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

Address 100 Williams Drive City Ramsey State NJ Zip 07446

Telephone Number 201-825-4000

Printed Name Kay Fernandez Title VP, Strategic Bus. Dvlp.

Primary Email RCraft@kmbs.konicminolta.us Alternate email N/A

*Note: The primary email address will be used for all communication from Mohave regarding your response to this solicitation. Provide an alternate email address that will be used **only** if the primary email address is not valid.*

Authorized Signature _____

The Offer and Acceptance Form should be submitted with a signature by the person authorized to sign the offer. The person signing offer shall initial erasures, interlineations or other modifications in proposal. Failure to sign the Offer and Acceptance Form, or to make other notations as indicated, may result in rejection of proposal.

The contract vendor shall not commence any billable work or provide any material or service under this contract unless and until contract vendor receives a purchase order with Mohave's review noted.

Acceptance of Offer and Contract Award (Mohave Only)

Your Proposal Is Hereby Accepted:

As an awarded contract vendor, you are now bound to sell the materials and/or services offered to and accepted by Mohave in accordance with the solicitation, including all terms, conditions, specifications, and amendments.

This Contract shall be referred to as Contract Number 15M-KMBS-028

Awarded this 27th day of January 2015/16

This contract shall be effective this 28th day of January 2015/16

Julia E. Tribbett, Executive Director
Mohave Educational Services Cooperative, Inc.

MOHAVE
ARIZONA COOPERATIVE PURCHASING

Date: January 27, 2016

To: Julia E. Tribbett, Executive Director

Through: Mark DiBlasi, CPPB, Contracts Manager

From: Nancy L. Colbaugh, CPPB, Contract Specialist I

Subject: Award Recommendation for RFP 15M-0924, Digital Copiers, Multifunctional Devices, 3D Printers, Supplies, Maintenance and Managed Print Services

On September 24, 2015, Mohave received nine responses to RFP 15M-0924. All were determined to be acceptable for further consideration after the initial evaluation.

Requests for best and final offers were sent to all nine offerors. After reviewing the best and final offers, the evaluation committee determined that requests for second best and final offers were necessary. After reviewing the second best and final offers, Canon Solutions America, Inc. was determined to be non-responsive and not scored in the final evaluation.

The offers were compared using the criteria set forth in the solicitation, Mohave's standard scoring methodology, and pricing data contained in the proposals. The following is a summary of the final scores utilizing the Heisman method of scoring:

Heisman Ranking	Michael Carter	Mark DiBlasi	Mike Nentwig	Nancy Colbaugh	Average Rank	Total Points (Tie Breaker)
Toshiba America Business Solutions, Inc. dba Toshiba Business Solutions	1	1	1	1	1.00	
The Fruth Group, Inc.	2	2	2	2	2.00	
Konica Minolta Business Solutions U.S.A., Inc.	3	3	5	4	3.75	
Arizona Office Technologies	5	5	4	3	4.25	270.71
Sharp Electronics Corporation	4	4	3	6	4.25	268.41
Laser Options	6	6	7	7	6.50	
Witt Company	8	7	8	5	7.00	
Ricoh USA, Inc.	7	8	6	8	7.25	

Details for the recommended awards are as follows:

- Toshiba America Business Solutions, Inc. dba, Toshiba Business Solutions was the number one overall scoring offer. They were the sole offeror providing Toshiba America Business digital copiers and multifunctional devices. They have a large installed base of products in Arizona for Toshiba digital copiers and multifunctional devices. They are also offering two Sharp copiers and one Panasonic fax machine. They offered maintenance, managed print services, a recycling program, legacy equipment, as well as cloud fleet management.
- The Fruth Group, Inc. was the highest scoring offer for Canon, Samsung and Lexmark products. They were the sole offeror providing Samsung and Lexmark products. They offered maintenance, managed print services, a recycling program, document management services, as well as leasing services.

- Konica Minolta Business Solutions U.S.A., Inc. was the highest scoring offer for Konica Minolta digital copiers and multifunctional devices. They were the sole offeror providing Konica Minolta products. They have a large installed base of products in Arizona for Konica Minolta digital copiers and multifunctional devices. They offered maintenance, managed print services, onsite mailroom services, a recycling program, legacy equipment, as well as 3D printers.
- Arizona Office Technologies was the number one scoring offer for Xerox digital copiers and multifunctional machines. They have a large installed base of products in Arizona for Xerox digital copiers and multifunctional devices. They offer maintenance, managed print services, a recycling program, as well as legacy equipment.
- Sharp Electronics Corporation was the highest scoring offer for Sharp products. They offered maintenance, a recycling program, remanufactured equipment, as well as leasing.
- Witt Company was the highest scoring offer for Kyocera products. They were the sole offeror providing Kyocera products. They offered maintenance, managed document services, as well as a recycling program.
- Ricoh USA, Inc. was the highest scoring offer for Ricoh products. They were the sole offeror providing Ricoh products. They have a large installed base of products in Arizona for Ricoh digital copiers and multifunctional devices. They offered maintenance, managed print services, a recycling program, as well as document management services.

The evaluation committee determined a single award is not advantageous to Mohave's members. The solicitation authorized multiple awards to meet the needs of Mohave's large number of various types of members located throughout Arizona. This is a statewide contract aimed at providing digital copiers, multifunctional devices, 3D printers, supplies, maintenance and managed print services. No single offer demonstrated the ability to effectively, and efficiently meet all members' needs for digital copiers, multifunctional devices, 3D printers, supplies, maintenance and managed print services projects.

Award is recommended to the least number of offerors determined necessary to meet the members' requirements. The decision was based upon considerations for the large number of members, diverse types of members, location of members throughout Arizona and members' past usage of similar contracts.

The criteria for selecting offerors for multiple contracts shall be based upon considerations for members' experience with existing for digital copiers, multifunctional devices, 3D printers, supplies, maintenance and managed print services products and services, maintenance, brand continuity for parts replacement and future expansion, contract vendor's ability to provide for our large, diverse membership, geographic area(s) served, Mohave's past experience with contracts for similar product and services.

None of the offerors recommended for award are on the United States General Services Administration's Excluded Parties List, or on the Arizona Department of Administration Excluded Parties List.

The current contracts under RFP 10I-0930 expire on January 27, 2016. It is recommended the awards under RFP 15M-0924 takes effect on January 28, 2016.

It is the recommendation of the evaluation committee that contracts be awarded to Toshiba America Business Solutions, Inc. dba, Toshiba Business Solutions; The Fruth Group, Inc.; Konica Minolta Business Solutions U.S.A., Inc.; Arizona Office Technologies; Sharp Electronics Corporation; Witt Company and Ricoh USA, Inc. for digital copiers, multifunctional devices, 3D printers, supplies, maintenance and managed print services.

Not recommended for award

Canon Solutions America, Inc. – Canon Solutions America, Inc. was determined to be non-responsive after review of their second best and final offer. Canon Solutions America, Inc. did not respond to Mohave's initial request to remove their deviation to **General Term and Condition 5.3 Most Favored Customer Relationship** in the first best and final offer. Their answer in the second best and final offer was unacceptable under an awarded contract, which required the removal of their proposal from further consideration.

Mohave Educational Services Cooperative, Inc.
625 E. Beale St. • Kingman • AZ • 86401 • 928-753-6945 • www.mesc.org

RFP 15M-0924 Award Recommendation

Laser Options – The proposal received a lower score than the other offeror representing Xerox. There were no apparent price or additional services offered to substantiate award of this lower scoring proposal.

Received Late (Not Considered)
None

Approval of the #15M-0924 award as recommended:

Signature: _____ Date: January 27, 2016
Mark DiBlasi, CPPB
Contracts Manager

Signature: _____ Date: 1/27/16
Julia E. Tribbett
Executive Director

MOHAVE RFP 15M-0924 EVALUATOR AGREEMENT

NAME Mark DiBlasi TITLE Contract Manager

EMPLOYER MESC PHONE 928-718-3220

ADDRESS 625 E. Beale St. Kingman AZ 86401

Statement of Understanding

I agree to evaluate the responses to the solicitation according to its terms. I understand that Mohave will consider my evaluation along with evaluations by other professionals. However, I also agree that Mohave is under no obligation to accept my evaluation, except as advisory. I also understand that Mohave will hold my employer and/or me harmless if any vendor or interested party protests any award or lack of award made by Mohave under the terms of this solicitation. If any conflict or potential of conflict of interest exists, I will disclose the conflict to Mohave. I also agree not to discuss my evaluation or any of the evaluation process prior to the announcement of an award, as required by Arizona law (per ARS § 41-2616, C).

Please read the following statements duplicated from the RFP prior to evaluation:

Basis of award: Award(s) will be made to the responsive and responsible offeror(s) whose proposal(s) is (are) determined in writing to be most advantageous to Mohave for its members. Mohave reserves the right to use model projects/market baskets to determine the most advantageous proposal(s). It is Mohave's intent to award a complete line of products, when possible and advantageous.

Responsive proposals: A responsive proposal reasonably and substantially conforms to all material requirements of the solicitation. Proposals must be responsive to receive award consideration. Mohave reserves the right to waive minor informalities.

Responsible offeror: A responsible offeror is a firm or person with the capability to perform the contract requirements and the integrity and reliability which will assure good faith performance. Mohave must determine an offeror to be responsible before awarding a contract to offeror.

Reasonably susceptible of being awarded: A proposal is acceptable if it is determined to be reasonably susceptible of being awarded a contract in accordance with the evaluation criteria and a comparison and ranking of original proposals. Proposals to be considered reasonably susceptible of being awarded a contract shall, at a minimum, demonstrate the following:

- Affirmative compliance with mandatory requirements designated in this solicitation.
- An ability to deliver goods or services on terms advantageous to members sufficient to be entitled to continue in the competition.
- That the proposal is technically acceptable as submitted.

Weighted evaluation: Mohave reserves the right to use a point system to evaluate proposals and to assign points to the evaluation criteria as it determines most appropriate. Any offeror scoring 0 (zero) in any required area may be considered nonresponsive.

NOTE: Mohave may publicly thank members of the evaluation committee who are not employed by Mohave on our website. Your signature below indicates understanding that we may publicly recognize your help with the evaluation process. If you do not wish to be thanked in this manner, please indicate that below.

Please check one of the following:

✓ I have no conflict of interest.

___ I have attached a statement of potential conflict of interest.

Signature _____ **Date** 10/14/15

Signature by Mohave: _____

MOHAVE RFP 15M-0924 EVALUATOR AGREEMENT

NAME Michael Carter TITLE Contract Specialist

EMPLOYER MESC PHONE

ADDRESS

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Signature _____ **Date** 10/2/15

Signature by Mohave: _____

MOHAVE RFP 15M-0924 EVALUATOR AGREEMENT

NAME Michael Dentwois TITLE Contract Specialist I

EMPLOYER MESC PHONE 718-3203

ADDRESS 625 E. Beale Kingman AZ 86401

Statement of Understanding

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Please check one of the following:

✓ I have no conflict of interest.

___ I have attached a statement of potential conflict of interest.

Signature [signature] **Date** Oct 2, 2015

Signature by Mohave: [signature]

MOHAVE RFP 15M-0924 EVALUATOR AGREEMENT

NAME Nancy Colbaugh CPPB TITLE CST

EMPLOYER MESC, LLC PHONE 928 718 3228

ADDRESS 625 E. Beale St Kingman AZ 86401

Statement of Understanding

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___ I have attached a statement of potential conflict of interest.

Signature Nancy Colbaugh CPPB **Date** _____

Signature by Mohave: [illegible]

SAM Search Results
List of records matching your search for :

Search Term : Konica* Minolta* Business*
Record Status: Active

ENTITY KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC. Status:Active

DUNS: 626578041 +4: CAGE Code: 3AV14 DoDAAC:

Expiration Date: Nov 17, 2016 Has Active Exclusion?: No Delinquent Federal Debt?: No

Address: 1595 SPRING HILL RD STE 400
City: VIENNA State/Province: VIRGINIA
ZIP Code: 22182-2228 Country: UNITED STATES

ENTITY Konica Minolta Business Solutions Deutschland GmbH Status:Active

DUNS: 332526503 +4: NCAGE Code: C5736 DoDAAC:

Expiration Date: Jul 30, 2016 Has Active Exclusion?: No Delinquent Federal Debt?: No

Address: Europaallee 17
City: Langenhagen State/Province:
ZIP Code: 30855 Country: GERMANY

ENTITY Konica Minolta Business Solutions Austria GmbH Status:Active

DUNS: 300242372 +4: NCAGE Code: 1516N DoDAAC:

Expiration Date: May 1, 2016 Has Active Exclusion?: No Delinquent Federal Debt?: No

Address: Amalienstraße 59-61
City: Wien State/Province:
ZIP Code: 1130 Country: AUSTRIA

ENTITY Konica Minolta Business Solutions U.S.A., Inc. Status:Active

DUNS: 001707322 +4: CAGE Code: 23736 DoDAAC:

Expiration Date: Feb 10, 2016 Has Active Exclusion?: No Delinquent Federal Debt?: No

Address: 100 Williams Dr
City: Ramsey State/Province: NEW JERSEY
ZIP Code: 07446-2907 Country: UNITED STATES

ENTITY	KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.		Status:Active
DUNS: 083346965	+4:	CAGE Code: 89431	DoDAAC:
Expiration Date: Feb 18, 2016	Has Active Exclusion?: No	Delinquent Federal Debt?: No	
Address: 500 Day Hill Rd City: Windsor ZIP Code: 06095-5711		State/Province: CONNECTICUT Country: UNITED STATES	

ProcureAZ for Vendors

SPO ALSO PROVIDES A NUMBER OF RESOURCES SPECIFICALLY FOR VENDORS ASSOCIATED WITH THE USE OF THE...

READ MORE

State Procurement Activities

IN ACCORDANCE WITH ARS 41-753, NOTICE OF SIGNIFICANT PROCUREMENT ROLE ACTIVITIES CURRENTLY...

READ MORE

Procurement Opportunities

PROCUREAZ - STATEWIDE, MULTI-AGENCY AND AGENCY SOLICITATION NOTICES POSTED WITHIN THE STATE'S...

READ MORE

Suspended and Debarred Firms

Suspended and Debarred Firms

SPO is responsible for maintaining a list of firms that are suspended or debarred from doing business with the State of Arizona.

There are No Suspended or Debarred firms at this time.

Resources

State Procurement Resource Library
Agency Procurement Authority
Professional Services
Compliance

ProcureAZ Help Desk Support

602-542-7600

ProcureAZ Phone Support - Monday thru Friday 8:00am to 5:00pm. Voicemail is available at other times.

Please feel free to email the help desk and specify the issue in the subject area.

procure@azdoa.gov

Arizona's eProcurement System and Vendor Registration

Compliance Hotline

Procurement
Compliance Hotline

ADOA-SPO
State Procurement Office

THE ONLINE HOME OF THE ARIZONA STATE PROCUREMENT OFFICE

Contact Us

State Procurement Office, ADOA Building

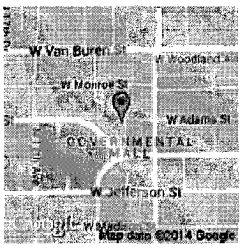
100 N. 15th Ave., Suite 201

Phoenix, AZ 85007

View in Google Maps

phone: 602-542-5511

fax: 602-542-5508



MOHAVE
ARIZONA COOPERATIVE PURCHASING

15M-KMBS-0128
Contract Extensions

8/7/15 EH

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.

EXHIBIT C
Scope of Work

PROJECT

Digital copiers, multifunctional devices, 3D printers, supplies, maintenance and managed print services as defined in the RFP 15M-0924 attached as Exhibit C.

EXHIBIT C

MOHAVE
ARIZONA COOPERATIVE PURCHASING

Request for Proposal 15M-0924
Digital Copiers, Multifunctional Devices, 3D Printers, Supplies, Maintenance and Managed Print Services

Request for Proposal 15M-0924 2

RFP 15M-0924 Scope of Work/Services 5

RFP 15M-0924 Specifications 8

RFP 15M-0924 Required Information 21

RFP 15M-0924 Special Terms and Conditions 36

RFP 15M-0924 General Terms and Conditions 46

RFP 15M-0924 Offer and Acceptance Form 61

Click section title to be taken directly to that section.

MOHAVE

ARIZONA COOPERATIVE PURCHASING

REQUEST FOR PROPOSAL 15M-0924

Digital Copiers, Multifunctional Devices, 3D Printers, Supplies, Maintenance and Managed Print Services

Pursuant to the provisions in the Arizona procurement rules and code, Mohave Educational Services Cooperative, Inc. seeks proposals to establish contracts for Digital Copiers, Multifunctional Devices, 3D Printers, Supplies, Maintenance and Managed Print Services.

Due Date and Time: **September 24, 2015 at 3:00 p.m. (local Arizona time)**

Pre-proposal Conference: **Wednesday, September 2, 2015 at 10:30 a.m. (local Arizona time)**
MeetingBridge Conference Call – Audio Only
For login information contact Nancy Colbaugh (nancy@mesc.org)
no later than Monday, August 31, 2015.

Last Day For Questions: **Thursday, September 17, 2015 at 5:00 p.m. (local Arizona time)**

RFP QUESTIONS MUST BE DIRECTED TO: Nancy L. Colbaugh, CPPB, Contract Specialist I
Email: contracts@mesc.org
Telephone: (928) 718-3228

This solicitation consists of Instructions to Offeror and Checklist form, Scope of Work, Specifications, required information, Special Terms and Conditions, General Terms and Conditions, pricing workbooks, award criteria, Offer and Acceptance Form, and form of contract. Offerors are strongly encouraged to carefully read the entire contents of this solicitation prior to submitting a proposal. Failure to examine any of the requirements will be at the offeror's sole risk.

To be considered, proposals shall be delivered to Mohave Educational Services Cooperative, Inc. (Attn: Contracts Dept.), 625 East Beale Street, Kingman, AZ 86401 in a sealed envelope or package with RFP 15M-0924, offeror's name, mailing address, proposal due date and time clearly indicated on the envelope or package. Proposals must be in the actual possession of Mohave on, or prior to, the exact time and date indicated above. Proposals shall be opened immediately following the proposal due date and time, with the name of each offeror publicly read and recorded. Late proposals shall not be considered. Kingman is considered a "rural" area by many express delivery carriers and thus, they do not guarantee priority (next day) delivery by a specific time. Prospective offerors are encouraged to keep this in mind when arranging delivery of their proposals and are advised herein that late proposals shall be handled as specified by Arizona procurement rules and code.

Mohave reserves the right to cancel this solicitation and/or reject all proposals in whole, or in part, if Mohave determines that cancellation and/or rejection is advantageous to Mohave and/or its members.

Julia E. Tribbett
Executive Director
Mohave Educational Services Cooperative, Inc.

Publish Date: August 21, 2015

Template Rev. 15-10

RFP Instructions To Offeror and Checklist

You have received this solicitation because of information you provided on Mohave's "online prospective bidders sign-up." **Review this document in its entirety to make sure you fully understand the products and services that we are requesting.** Please do not assume a particular form, section, specification or requirement does not, or should not, apply to you. Contact Mohave with any questions you may have at contracts@mesc.org.

We have included this checklist to assist you in preparing your response. Follow each step, placing the required information in your response binder in the proper place. **All of the items listed below are required**. Initial next to each item to indicate completion.

_____ **Step ONE:** Read and understand the document. You are responsible for asking any questions regarding the information you are required to include with your response. Do not hesitate to contact the responsible Contract Specialist at Mohave for clarification on any items contained in this solicitation.

_____ **Step TWO:** One (1) original and one (1) complete copy of your proposal shall be submitted in separate three-ring loose-leaf binders in the format detailed below. Proposal shall contain all specifications, and any other information required by the solicitation. Include a CD, USB, or similar electronic media device with electronic copies of your submitted documents.

Proposals must be completed in ink, on a computer, or typewritten. No pencil submissions are allowed. Forms may be filled out by hand, but shall be legible.

_____ **Step THREE:** Proposal shall be organized and presented in the order requested below, with separate sub-tabs (e.g. 1a, 1b) and dividers.

Tab 1: Offer and Acceptance, Terms and Conditions, Scope of Work and Specifications Documents

_____ **Tab 1a** – Signed Offer and Acceptance Form is placed after Tab 1a.

_____ A copy of suspension or debarment letter (if applicable) after Tab 1a.

_____ **Tab 1b** – Signed amendments, if any, are placed after Tab 1b.

_____ **Tab 1c** – A complete copy of the General Terms and Conditions is placed after Tab 1c.

_____ A completed copy of the *General Terms and Conditions Acceptance Form* is placed after Tab 1c. Any exceptions to the General Terms and Conditions are noted and explained.

_____ **Tab 1d** – A complete copy of the Special Terms and Conditions is placed after Tab 1d.

_____ A completed copy of the *Special Terms and Conditions Acceptance Form* is placed after Tab 1d. Any exceptions to the Special Terms and Conditions are noted and explained.

_____ **Tab 1e** – A complete copy of the Scope of Work is placed after Tab 1e.

_____ A complete copy of the Specifications with compliance, deviation, or no bid noted for each item is placed after Tab 1e.

_____ A completed copy of the *Scope of Work and Specifications Acceptance Form* is placed after Tab 1e. Any exceptions to the Scope of Work and Specifications are noted and explained.

Tab 2: Required Information

_____ **Tab 2a** – A complete response to the Method of Approach and Qualification and Experience pages is placed after Tab 2a.

_____ **Tab 2b** – A current certificate of insurance (as detailed in the Special Terms and Conditions) is placed after Tab 2b.

_____ **Tab 2c** – Financial information (statement from financial institution or letter of credit) is placed after Tab 2c.

Tab 3: Pricing Information

_____ **Tab 3a** – Paper copies of the summary sections 1-7 worksheets **shall** be included with your proposal for the **two (2) required pricing workbooks**. Electronic copies of the entire workbooks, your price schedules, and any additional requested price information **shall** be included with your proposal. Two electronic copies **shall** be provided on separate CD, DVD or USB devices.

_____ **Tab 3b** – *Digital Copiers, Multifunctional Devices, Facsimile/Fax, 3D Printer Machines Lease Price Sheets* are placed after Tab 3b.

_____ **Tab 3c** – Mobilization and Travel Description, Pricing Methodology Description, and Volume Discount Description are placed after Tab 3c.

Tab 4: Primary Contract Documents

_____ **Tab 4a** – Completed primary contract documents and support and maintenance information are placed after Tab 4a.

_____ **Tab 4b** – Sample Supplemental or End-User Agreement(s) (if applicable) are placed after Tab 4b.

Tab 5: Additional Information

_____ **Tab 5a** – Completed RFP Instructions To Offeror and Checklist form is placed after Tab 5a.

_____ **Tab 5b** – Descriptive literature, slicks and any other supporting printed data are placed after Tab 5b.

_____ **Step FOUR:** Confirm that the proposal is complete and signed on page 61 by an authorized representative. ***Note: Do not assume a request for best and final offer will be issued to you. Your proposal should be complete and meet all specifications and requirements of this solicitation.***

_____ **Step FIVE:** Make a complete copy of your proposal for your records.

_____ **Step SIX**: Proposal shall be submitted to the proper location in a sealed and properly identified envelope or package, as specified on page 1 of this solicitation. Proposals must be in the actual possession of Mohave on, or prior to, the exact time and date set for proposal opening.

An RFP tabulation (a list of respondents) will be posted at www.mesc.org within one week of the RFP opening.

Scope of Work

Place after Tab 1e

1. DESCRIPTION

In order to gain economies of scale, Mohave is formally soliciting statewide sources of digital copiers, multifunctional devices, 3D printers, supplies, maintenance and managed print services. as specified within this Request for Proposal. These products and services are requested for Mohave's membership of approximately 450 public agencies. A current list of all members can be found on Mohave's website at www.mesc.org. Contracts, in whole or in part, shall be awarded to offeror, or offerors, for an initial one (1) year term and four (4) potential one-year extension options.

The scope of work and minimum specifications define the quality and characteristics of the desired materials and application. They are based upon specifications for known acceptable manufacturers, processes, materials and/or brands such as Canon, Konica Minolta, Ricoh, Toshiba and Xerox and/or equivalent quality products. The specifications are not intended to be exclusive or to restrict competition. Offerors may offer alternate solutions, including alternate manufacturers, which meet the quality and performance characteristics in the specifications. Mohave shall review such offers and be the final judge on the acceptance of any alternate solutions.

Five contract vendors hold Mohave's current contracts for the specified products and services. Activity under the contracts from 1/27/11 through 12/31/15 was $34,789,388, and year to date activity (as of the publication date of this RFP) is $5,499,001. This information is provided as an aid to offerors in preparing proposals only. It is not to be considered a guarantee of volume under an awarded contract. The discount and pricing schedule shall apply regardless of the volume of business under the contract.

2. ESTIMATED TIMELINE OF EVENTS

Mohave has developed the following estimated timeline of events related to this formal solicitation. All dates are subject to change as required and at the sole discretion of Mohave.

EVENT	ESTIMATED DATE
Request for Proposal Issued	August 21, 2015
Pre-proposal Conference Held	September 2, 2015 at 10:30 a.m. (local AZ time) Conference Call – Audio Only Pre-proposal conference will be held utilizing *MeetingBridge* telephone conferencing. Please contact Mohave for reservation details.
Deadline for Questions	September 17, 2015 at 5:00 p.m. (local AZ time)
Published RFP Due Date and Time	September 24, 2015 at 3:00 p.m. (local AZ time) 625 East Beale Street, Kingman, AZ 86401
Public Opening of Proposal	September 24, 2015 at 3:00 p.m. (local AZ time)
Notice of Intent to Award (*estimated date only*)	December 15, 2015
Execution of Contract(s) (*estimated date only*)	January 28, 2016

3. SUBMISSION OF PROPOSALS

3.1. Proposals should provide straightforward, concise information that satisfies the requirements. Expensive bindings and/or color displays are not necessary. Emphasis should be placed on conformity to the specifications and terms and conditions, as well as the completeness and clarity of the submittal content.

3.2. The offeror must submit a proposal following information detailed in the *Instructions to Offeror and Checklist.*

4. CONTRACT TYPE

The term contract shall be a percent of discount off manufacturer's price list or catalog, fixed price, or a combination of both with indefinite quantities.

5. AWARD CRITERIA

The weighted award criteria for this solicitation, in relative order of importance, are as follows:

Award(s) shall be made to the responsive and responsible offeror(s) whose proposal(s) are determined in writing to be most advantageous to Mohave for its members.

Responsive and responsible offeror(s) shall provide the following requirements:

1) Offer and Acceptance, Terms and Conditions, Scope of Work and Specification Documents: Offer and Acceptance, amendments (if any), acceptance of General and Special Terms and Conditions, Scope of Work, Specifications with exceptions/deviations noted;

2) Required Information: Complete response to the Method of Approach and Qualification and Experience pages, references (past performance information), certificate of insurance, company financials;

3) Pricing Information: Discount summaries, two electronic workbooks, leasing documents and/or pricing documents, mobilization and transportation costs (travel/drive rates, airfare, car rental, mileage, lodging, M&IE), pricing methodology; volume discounts;

4) Total Life Cycle Costs: Life cycle costs provided in the price workbook;

5) Product Lines: Manufacturers and product lines offered in the price workbook;

6) Primary Contract Documents: Completed primary contract documents, support and maintenance information, sample supplemental agreements;

7) Additional Information: Checklist form, descriptive literature and supporting printed data, additional information.

References and definitions used:

Electronic Product Environmental Assessment Tool **(EPEAT®)**: www.epeat.net

Energy Star®: www.energystar.gov

Family Educational Rights and Privacy Act **(FERPA)**:
www2.ed.gov/policy/gen/guid/fpco/ferpa/students.html

Health Insurance Portability and Accountability Act **(HIPAA)**: www.hhs.gov/ocr/privacy/

Underwriters Laboratories **(UL)**: www.ul.com

Definitions

- *3D Printer:* 3D printing is a process of making three-dimensional solid objects from a digital file by laying down successive layers of material until the object is created.
- *Authorized Dealer:* A manufacturer's authorized sales and service center certified by the manufacturer to sell manufacturer's products, perform installation, and provide maintenance services.
- *Automatic Duplexing:* The ability to automatically copy on both sides of a page.
- *Automatic Document Feeder:* A device that holds a stack of originals and feeds them automatically, one at a time, to the exposure glass for copying.
- *Bioplastics:* Type of plastic that is derived from biological materials such as corn.
- *Digital copier:* Scanner that can utilize either a CCD (charge-coupled device) or CIS (contact image scanner) to make copies of an original. Documents can be stored for on-demand printing.
- *Duplex:* Copying on both sides of a page.
- *Energy Star®:* An energy efficiency approval from the U.S. Environmental Protection Agency.
- *Finisher:* Allows copied sets to be automatically delivered, stapled and stacked in the offset tray.
- *Hard Drive Data Overwrite Security System (DOSS):* Allows user to overwrite temporary data stored on the internal hard disk drive (HDD), by using a multiple pass overwrite process.
- *Hard Drive Encryption:* Ensures that documents stored on the HDD and reused multiple times are stored in a secure manner.
- *High-volume copier:* A copier that duplicates 60-89 copies per minute and suitable for over 45,000 to 125,000 copies per month.
- *Hard Drive Surrender:* Allows member to retain custody of the internal HDD before the unit is removed from their site.
- *Instant Fusing:* Technology usually involves specialized lamps or fusers that heat up much faster than traditional fuser mechanisms. Less heat is generated, which in turn reduces the energy used.
- *Legacy Equipment:* Legacy equipment no longer available for sale, but is supported with warranty maintenance plans, spare parts and supplies.
- *Low-volume copier:* A copier that duplicates up to 20 copies per minute and approximately 2,000 to 6,500 copies per month.
- *Manufacturer:* A vendor that markets new or newly remanufactured units as an OEM; companies that contract with an OEM to manufacture a unit under their nameplate will be considered a relabeler manufacturer.
- *Mid-volume copier:* A copier that duplicates 21-59 copies per minute and a maximum of 6,500 to 45,000 copies per month.
- *Multifunctional device:* A digital copier that also may serve as a copier, facsimile/fax machine, network fax, network printer, printer and/or scanner as one piece of equipment, usually serving in a network environment.
- *Newly Manufactured Equipment:* Equipment that has been assembled for the first time that may contain no more than 20% used/recycled components.
- *OEM:* Original Equipment Manufacturer. Indicates the name of the actual manufacturer of the equipment.
- *Platen:* The glass area on which original documents are placed to be copied.
- *Production-volume copier:* A copier that duplicates 90 or more copies per minute and suitable for 100,000 to 1,500,000 copies per month.
- *Relabeler manufacturer:* Companies that have other manufacturers put their label on a copier. OEMs will be considered the actual company that makes the equipment.
- *Remanufactured Equipment:* Equipment that has been disassembled and then reassembled using new and/or recycled parts to bring the machine to an equal status with a new machine.
- *Remote diagnostic management:* The ability to extract a machine's condition over phone line/LAN/WAN to the copier.
- *Sorter:* A series of horizontal bins near the output tray of a copier that move up and down the side of the copier to collate pages in the order that they are outputted from the machine.
- *Used copiers:* A secondhand copier that has been refurbished for resale.

The above definitions are adapted from guides published by Buyers Lab, Inc. (www.buyerslab.com)

Gartner segment definitions were used to determine Low/Mid/High/Production volume, copies per minute and average monthly copier volumes. (www.gartner.com)

Specifications

Place after Tab 1e

SPECIFICATIONS

Compliance with specifications: The fact that a manufacturer, supplier or offeror chooses not to produce or provide equipment, supplies and/or services to meet the specifications will not be considered sufficient cause to adjudge the specifications as restrictive. Offerors shall offer equipment, supplies, and/or services they believe come closest to meeting specifications.

Deviations from specifications: Offerors will respond to each numbered specification by checking the appropriate "Comply" or "Deviate" box. "No Bid" items shall be marked as such in the appropriate "Deviate" box. Your exceptions/deviations must be clearly explained. Reference the specification that you are taking exceptions/deviations to, detail any proposed substitute language, and clearly explain how the exceptions/deviations meet or exceed specifications. Unacceptable exceptions/deviations shall remove your proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions/deviations and Mohave's decision shall be final. Details for exceptions/deviations shall be listed by specification number on the *Scope of Work and Specifications Acceptance Form.*

Partial proposals: Mohave will consider partial proposals for award of a contract.

Purpose of specifications: Specifications are designed to enable offeror to satisfy a requirement for a product, material, process, or service. A specification may be expressed as a standard, part of a standard, or independent of a standard. No specification is intended to limit competition by eliminating items capable of satisfactorily meeting the requirements of the procurement. If offeror believes a specification is unnecessarily restrictive, offeror shall notify Mohave of such prior to specified proposal due date and time.

Use of brand names: Brand names, trade names, model numbers, and/or catalog numbers may be used to describe the standard of quality, performance, and other characteristics needed to meet member requirements. Use of the name of a manufacturer, brand, make or catalog number is not intended to limit or restrict competition, nor does it restrict offeror from the submission of equivalent brands. However, Mohave reserves the right to decide whether alternatives are equivalent to the materials and equipment described in the solicitation. Mohave shall be the sole judge on the question of equivalent quality, and Mohave's decision shall be final.

	Specifications	Comply	Deviate*
1.1	**General Specifications**		
1.1.01	Contract vendor shall provide the following products and services including, but not limited to: base equipment; hardware accessories; software; consumable supplies; repair; maintenance services; equipment relocation; consultation and training.		
1.1.02	Base equipment and applicable options shall be offered to meet the minimum specifications in the RFP.		
1.1.03	Contract vendor shall provide maintenance services for equipment including, but not limited to: scheduled/preventative; emergency; leased and legacy equipment.		
1.1.04	Contract vendor shall consult with member prior to installation for all considerations necessary for installation of equipment including, but not limited to: networking; electrical; grounding; cabling; humidity and temperature requirements.		
1.1.05	Acceptance shall be at the time the equipment has been delivered, installed and made fully operational according to the manufacturer's specifications. The member shall have sole responsibility for acceptance or rejection of delivered and installed equipment. Title to the equipment shall pass to the member upon acceptance for purchased equipment.		

1.1.06	It shall be the responsibility of the contract vendor and member to discuss optional equipment capabilities (e.g. print, fax, scan and software) prior to initial equipment purchase. These pre-sale disclosure discussions are intended to ensure equipment capability and compatibility with existing or future software and/or network platforms. Final determinations to purchase equipment or options shall be at the sole discretion of the member.			
1.1.07	Used copiers (see page 6) are not allowed under an awarded contract.			
1.1.08	Contract vendor shall provide total satisfaction guarantee that allows the member to replace any equipment that is unsatisfactory during the replacement period.			
1.1.09	If a total satisfaction guarantee depends on the copier operating within the manufacturer's specifications, those specifications shall be included in the warranty. The specifications shall include, but not be limited to: copy quality, unacceptable number of jams, unacceptable number of service calls or down time.			
1.1.10	Contract vendor shall not offer copiers that use liquid toners.			
1.1.11	Remanufactured equipment shall be remanufactured by the OEM and shall be equal to the same quality standards as new equipment. Design changes that have been introduced since the original equipment was first produced are to be incorporated, including software or memory upgrades.			
1.1.12	Equipment shall include all necessary start-up supplies for initial operation except for paper. Supplies for initial operation shall be sufficient for the monthly copy rating for the equipment. Start up supplies shall be provided at the time of the delivery/installation/connectivity.			
1.1.13	Legacy equipment (see page 6) may be offered. Legacy equipment shall be added to the pricing workbook, as detailed in the Price Workbook Instructions (page 25-28) and in the price workbook.			
1.1.14	Delivery, installation and connectivity shall be included in the price of the equipment.			
1.1.15	Contract vendor shall be responsible for remote or onsite monthly meter readings for each equipment site. Remote meter readings may include online submission or electronic submissions via member approved network connection. Verbal meter readings relayed to the contract vendor from the member are also acceptable.			
1.1.16	Meter reports shall include, but not be limited to: machine serial number, meter reading, service call copies, and unusable copy count.			
1.2	**Digital Copiers and Multifunctional Devices - Security Specifications**			
1.2.01	Contract vendor shall provide a variety of options for data security for copiers and devices, documents, network and cloud-based connectivity including, but not limited to: encryption, erasure and overwrite capabilities.			
1.2.02	Regulatory and statutory compliance for security, as required by the member may include, but not be limited to: current applicable federal, state and local encryption standards; data overwrite software; FERPA and HIPAA.			
1.2.03	Contract vendor shall provide data security for each stage of the device's life cycle.			
1.2.04	Contract vendor shall discuss with the member what data security is embedded with the equipment or available as an add-on.			

1.2.05	A variety of options shall be available for hard disk drive security for units that are being removed from their site at the end of the ownership or lease period. These options shall include, but not be limited to: hard drive surrender, hard drive encryption, or hard drive data overwrite security system. Any charges for these options shall be clearly identified in the price workbook.		
1.3	**Leasing Requirements**		
1.3.01	Fair market value/operating leases and/or financing may be offered by the contract vendor or through a specified third party subcontractor. However, the member shall not be limited to using the contract vendor's lease or finance plan, and may use an alternative.		
1.3.02	If the contract vendor is offering leasing, the contract vendor shall fill out and include the *Digital Copiers, Multifunctional Devices, Facsimile/Fax, 3D Printer Machines Lease Price Sheets* located with the Price Workbook Instructions on page 29.		
1.3.03	Monthly lease payments shall be based upon a factor applied to the purchase price of the equipment. The lease factor shall remain firm throughout the contract. Alternate methods for determining lease payments may be offered, subject to approval by Mohave.		
1.3.04	Interest rates for financing shall be determined by applying a percentage to be indexed to U.S. Treasury Bills. Alternate methods for determining interest rates may be offered, subject to approval by Mohave.		
1.3.05	If leasing is offered, the capital value of the copier shall not be higher than the discounted price of the equipment on contract. The true annual percent of interest charged shall be clearly revealed to the member prior to any lease agreement being signed. Lease agreements shall clearly establish ownership rights at the end of the lease.		
1.3.06	Members are exempt from paying property tax, if the member has the title to the equipment during the lease. The member is subject to payment of property taxes if the lessor has title to the equipment, such taxes are assessed against the lessor, and the lessor notifies the member of such assessment. Contract vendor shall provided notification to the member that taxes are not included in the original lease payment amount and verification of the assessment.		
1.3.07	If information and pricing provided for leasing is not complete and/or unacceptable per Specifications 1.3.01 – 1.3.06 and in the *Digital Copiers, Multifunctional Devices, Facsimile/Fax, 3D Printer Machines Lease Price Sheets*, leasing may be removed from your offer under an awarded contract.		
1.4	**Copiers and Multifunctional Devices - Extended Maintenance Service Specifications**		
1.4.01	Contract vendor shall provide extended maintenance service for offered equipment for a minimum of five years.		
1.4.02	Extended maintenance contracts sold under this contract shall be available to begin on the day following the end of the warranty period. The extended maintenance service shall be priced as requested in the Price Workbook Instructions (page 25-28) and in the applicable price workbooks.		
1.4.03	For equipment originally awarded and sold through contracts awarded under RFP 10I-0930, extended maintenance service may be offered by the same contract vendor who held the previous contract. This extended maintenance service shall be priced as requested in the Price Workbook Instructions (page 25-28) and in the applicable price workbooks.		

1.4.04	Initiation of extended maintenance service shall be at the sole discretion of the member, and authorization to enter into maintenance service agreements shall be made solely upon issuance of a reviewed Mohave purchase order that references the applicable Mohave contract number.			
1.4.05	Extended maintenance service shall include equipment service in accordance with the manufacturer's recommended service schedules, as well as "will call" service. Routine or preventive maintenance service shall be performed on the dates and times scheduled by the contract vendor and member.			
1.4.06	Extended maintenance service pricing shall be inclusive of all labor, materials (other than excluded parts and/or supplies as identified in the price workbook), equipment, mileage, lodging, meals and incidental expenses (M&IE), and services required to maintain the equipment in accordance with the manufacturer's specifications.			
1.4.07	The preferred extended maintenance service pricing shall be on a cost per copy basis. If the cost per copy varies by monthly volume, the contract vendor shall provide all rates, corresponding copy volumes and minimum monthly charges, if applicable.			
1.4.08	Contract vendor shall have maintenance service facilities or have specific agreements in force with third party subcontractors to provide maintenance service to all regions of the state. Trained technicians shall staff each maintenance service facility and they shall have sufficient parts inventory to provide maintenance service.			
1.4.09	All warranty and maintenance service work performed under this contract shall be solely performed by manufacturer trained and qualified technicians.			
1.4.10	Contract vendor's response time shall be within four (4) working hours within fifty (50) miles of Flagstaff, Phoenix, Tucson and Yuma metropolitan areas. Contract vendor's response time shall be within eight (8) working hours of all other locations.			
1.4.11	Maintenance service shall be available 8:00 a.m. - 5:00 p.m. local Arizona time Monday-Friday, excluding holidays.			
1.4.12	All defective or unserviceable parts shall be replaced with OEM parts and carry the manufacturer's standard warranty.			
1.4.13	Use of independent copier supplies shall not void warranty or maintenance service agreements. Any claim by the contract vendor that equipment breakdown is the result of the use of independent copier supplies shall be supported by written documentation from the manufacturer and/or the servicing technician that clearly states how the independent supplies caused the breakdown.			
1.4.14	Routine and preventive maintenance service shall include all cleaning, lubrication, adjustments, OEM parts and using the manufacturer's recommended service schedules. Member may purchase supplies used in preventive maintenance from the contract vendor, but is not required to do so.			
1.4.15	If a contract vendor is offering equipment that has software or upgradeable memory as a part of the unit, the contract vendor shall ensure that the most current OEM software or memory is installed at the time of delivery.			
1.4.16	OEM upgrades released during the first year of operation are to be installed within 45 days of release at no cost to the member. Upgrades of software and memory after the first year shall be available at no additional cost under the maintenance service agreement and installed within 45 days of release.			
1.4.17	Telephone help lines shall be available for the member to obtain technical assistance to correct minor equipment problems and operating questions. Such assistance shall be available 8:00 a.m. - 5:00 p.m. Monday-Friday, excluding holidays.			

1.4.18	Member shall have access to replacement equipment should equipment be out of service for more than 24 hours after arrival of a service technician. Replacement equipment shall be made available at no charge to the member and shall be available until the member's equipment is returned to service.			
1.5	**Low-volume Digital Copiers and Multifunctional Devices (Low-volume Units) – General Specifications**			
1.5.01	Contract vendor shall offer low-volume units with a rated copy speed of up to 20 pages per minute single-sided and an average monthly volume of between 2,000 to 6,500 copies.			
1.5.02	Contract vendor shall offer low-volume units that are available as stand alone or multifunctional devices.			
1.5.03	Contract vendor shall offer low-volume units that are available with printer, scanner and fax configurations.			
1.5.04	Contract vendor shall offer low-volume units that use digital technology.			
1.5.05	Contract vendor shall offer low-volume units that use HDD for document storage.			
1.5.06	Contract vendor shall offer low-volume units that are available as tabletop and console models.			
1.5.07	Contract vendor shall offer low-volume units with scan once/print many features.			
1.5.08	Contract vendor shall offer low-volume units that allow for originals up to 8 1/2" x 14".			
1.5.09	Contract vendor shall offer low-volume units that allow for output up to 8 1/2" x 14".			
1.5.10	Contract vendor shall offer low-volume units that allow for monochrome and/or color scanning.			
1.5.11	Contract vendor shall offer low-volume units that allow for reduction/enlargement.			
1.5.12	Contract vendor shall offer low-volume units that provide automatic document feeder and automatic duplexing.			
1.5.13	Contract vendor shall offer low-volume units that use a stationary platen.			
1.5.14	Contract vendor shall offer low-volume units that have a minimum paper capacity of 250 sheets.			
1.5.15	Contract vendor shall offer low-volume units that allow for multiple stock outputs (e.g., labels and transparencies).			
1.5.16	Contract vendor shall offer low-volume units that include a bypass feeder.			
1.5.17	Contract vendor shall offer mid-volume units that have a storage capacity of 60 GB or under.			
1.5.18	Contract vendor shall offer low-volume units that allow the user to determine the number of copies.			
1.5.19	Contract vendor shall offer low-volume units that have networking capabilities.			
1.6	**Mid-volume Digital Copiers and Multifunctional Devices (Mid-volume Units) – General Specifications**			
1.6.01	Contract vendor shall offer mid-volume units with a rated copy speed of 21-59 pages per minute single-sided and an average monthly volume of between 6,500 to 45,000 copies.			
1.6.02	Contract vendor shall offer mid-volume units that use digital technology.			
1.6.03	Contract vendor shall offer mid-volume units that use HDD for document storage.			
1.6.04	Contract vendor shall offer mid-volume units that shall be available with printer, scanner and fax configurations.			
1.6.05	Contract vendor shall offer mid-volume units with scan once/print many features.			

1.6.06	Contract vendor shall offer mid-volume units that allow for originals up to 11" x 17".			
1.6.07	Contract vendor shall offer mid-volume units that allow for output up to 11" x 17".			
1.6.08	Contract vendor shall offer mid-volume units that allow for monochrome and/or color scanning.			
1.6.09	Contract vendor shall offer mid-volume units that allow for reduction/enlargement (preset and zoom preferred).			
1.6.10	Contract vendor shall offer mid-volume units that provide automatic document feeder and automatic duplexing.			
1.6.11	Contract vendor shall offer mid-volume units that include a sorter/offset stacker.			
1.6.12	Contract vendor shall offer mid-volume units that include a finisher.			
1.6.13	Contract vendor shall offer mid-volume units that allow for multiple stock outputs (e.g., labels and transparencies).			
1.6.14	Contract vendor shall offer mid-volume units that use a stationary platen.			
1.6.15	Contract vendor shall offer mid-volume units that have a minimum paper capacity of 1,200 sheets.			
1.6.16	Contract vendor shall offer mid-volume units that have the ability to add paper supply trays or drawers.			
1.6.17	Contract vendor shall offer mid-volume units that include a bypass feeder.			
1.6.18	Contract vendor shall offer mid-volume units that have a minimum storage capacity a minimum of 60GB.			
1.6.19	Contract vendor shall offer mid-volume units that allow the user to determine the number of copies.			
1.6.20	Contract vendor shall offer mid-volume units that have copy auditing and user code options.			
1.6.21	Contract vendor shall offer mid-volume units that have networking capabilities.			
1.7	**High-volume Digital Copiers and Multifunctional Devices (High-volume Units) – General Specifications**			
1.7.01	Contract vendor shall offer high-volume units with a rated copy speed of 60-89 pages per minute single-sided and an average monthly volume of between 45,000 to 125,000 copies.			
1.7.02	Contract vendor shall offer high-volume units that use digital technology.			
1.7.03	Contract vendor shall offer high-volume units that use a HDD for document storage.			
1.7.04	Contract vendor shall offer high-volume units with printer, scanner and fax configurations.			
1.7.05	Contract vendor shall offer high-volume units with scan once/print many features.			
1.7.06	Contract vendor shall offer high-volume units that allow for originals up to 11" x 17".			
1.7.07	Contract vendor shall offer high-volume units that allow for output up to 11" x 17".			
1.7.08	Contract vendor shall offer high-volume units that allow for monochrome and/or color scanning.			
1.7.09	Contract vendor shall offer high-volume units that allow for reduction/enlargement (preset and zoom preferred).			
1.7.10	Contract vendor shall offer high-volume units that allow for automatic document feeder, automatic duplexing and single pass options.			
1.7.11	Contract vendor shall offer high-volume units that include a sorter/offset stacker.			
1.7.12	Contract vendor shall offer high-volume units that include a finisher.			

1.7.13	Contract vendor shall offer high-volume units that allow for multiple stock outputs (e.g., labels and transparencies).			
1.7.14	Contract vendor shall offer high-volume units that use a stationary platen.			
1.7.15	Contract vendor shall offer high-volume units that have a minimum paper capacity of 3,000 sheets.			
1.7.16	Contract vendor shall offer high-volume units that have the ability to add paper supply trays or drawers.			
1.7.17	Contract vendor shall offer high-volume units that include a bypass feeder.			
1.7.18	Contract vendor shall offer high-volume units that allow the user to determine the number of copies.			
1.7.19	Contract vendor shall offer high-volume units that have a minimum storage capacity of 250 GB.			
1.7.20	Contract vendor shall offer high-volume units that have copy auditing and user code options.			
1.7.21	Contract vendor shall offer high-volume units with networking capabilities.			
1.8	**Production-volume Copiers – General Specifications**			
1.8.01	Contract vendor shall offer production-volume copiers with a rated copy speed of 90 or more pages per minute single-sided and an average monthly volume of between 100,000 to 1,500,000 copies.			
1.8.02	Contract vendor shall offer production-volume copiers that use digital technology.			
1.8.03	Contract vendor shall offer production-volume copiers that use HDD for document storage.			
1.8.04	Contract vendor shall offer production-volume copiers with scan once/print many features.			
1.8.05	Contract vendor shall offer production-volume copiers that allow for originals up to 11" x 17".			
1.8.06	Contract vendor shall offer production-volume copiers that allow for output up to 12" x 18".			
1.8.07	Contract vendor shall offer production-volume copiers that allow for monochrome and/or color scanning.			
1.8.08	Contract vendor shall offer production-volume copiers that allow for reduction/enlargement (preset and zoom preferred).			
1.8.09	Contract vendor shall offer production-volume copiers that provide automatic document feeder, automatic duplexing and single pass options.			
1.8.10	Contract vendor shall offer production-volume copiers that include a sorter/offset stacker.			
1.8.11	Contract vendor shall offer production-volume copiers that include a finisher. The finisher shall allow for booklet printing, and shall allow user to fold, hole punch and staple copies.			
1.8.12	Contract vendor shall offer production-volume copiers that allow for multiple outputs (e.g., labels, transparencies and cover stock).			
1.8.13	Contract vendor shall offer production-volume copiers that use a stationary platen.			
1.8.14	Contract vendor shall offer production-volume copiers that has have a minimum paper capacity of 3,000 sheets.			
1.8.15	Contract vendor shall offer production-volume copiers that have the ability to add paper supply trays or drawers.			
1.8.16	Contract vendor shall offer production-volume copiers that include a bypass feeder.			
1.8.17	Contract vendor shall offer production-volume copiers that allow for book copying.			
1.8.18	Contract vendor shall offer production-volume copiers that allow for photo, booklet and insert modes.			

1.8.19	Contract vendor shall offer production-volume copiers that allow the user to determine the number of copies.			
1.8.20	Contract vendor shall offer production-volume copiers that have a minimum storage capacity of 300 GB with 1 GB of RAM.			
1.8.21	Contract vendor shall offer production-volume copiers that have copy auditing and user code options.			
1.8.22	Contract vendor shall offer production-volume copiers units that have networking capabilities.			
1.9	**Copiers and Multifunctional Devices - Features & Options Specifications**			
1.9.01	Automatic features shall include, but not be limited to: exposure selection; magnification selection; shut-off; tray switching; and start.			
1.9.02	Selectable features shall include, but not be limited to: authorized user access control; book copy; booklet mode; color; copy control; covers; editing (mask/trim); energy-save; erase; image insert; image overlay; image repeat; image rotate; interrupt; job build; job programs; job time; language; margin shift; photo mode; poster mode; negative/positive reversal; scanning (to email, Internet fax, local mail boxes, network folders, document management systems); sheet insertion; stamping; timer; XY zoom; zoom range, 2-in-1, document storage to mail boxes, printing from external media (USB/flash drives) and web access for printing web-based information.			
1.9.03	Other options shall include, but not be limited to: security badge readers; software hooks for third-party software connectivity; enablers that automatically contact a service center for service repair; voice operation and guidance kit (for visually impaired users); remote operator's software kits and user interface; Braille label kits and accessibility handles.			
1.9.04	Optional web managed print output system shall collect statistical data for cost and control of printing jobs. System shall include capability to inform users of the most cost effective methods for printing. System shall print documents in a secure manner and shall also provide the ability to send documents to a centralized print center.			
1.9.05	Open architecture software is preferred.			
1.9.06	Mobile print options and features may be offered for smartphones, tablets and laptops.			
1.9.07	Copiers and multifunctional devices offered shall have a copy scan resolution of not less than 200 dpi.			
1.9.08	Color copiers in both ink jet and laser models are requested. Color copiers may be either single or multifunctional units.			
1.9.09	Color copier lines shall meet the applicable standards above for low-volume, mid-volume, high-volume and production-volume copiers.			
1.9.10	Color copiers shall have interchangeable color development units for single color copying, or push-button selection between two colors.			
1.9.11	Image scan destinations shall include, but not be limited to: e-mail, FTP, HDD, Internet fax, server message block or a specific URL.			
1.10	**Copiers and Multifunctional Devices – Connectivity Specifications**			
1.10.01	All units shall allow for connection to computer networks using Windows 8/10, Macintosh 0SX 10.7 or higher, Linux, UNIX or other applicable operating systems. As computer network connections evolve updated operating systems may be offered.			
1.10.02	Network interface shall allow for connection to common interface types including, but not limited to: 10BaseT, 10BaseTX or 100BaseT.			
1.10.03	Units shall allow for IP address filtering by an administrator.			
1.10.04	Units shall allow an option of DOSS firmware. This firmware feature shall allow for overwriting data on the hard drive one or more times.			

1.10.05	Units shall allow an option of HDD advance encryption. This feature shall allow for HDD advance encryption, adding a layer of protection.		
1.10.06	Network interface on units shall be either parallel, serial or USB as either standard or optional.		
1.11	**Facsimile/Fax Machines Specifications**		
1.11.01	Facsimile/fax machines shall be new. Remanufactured or reconditioned used models are not allowed.		
1.11.02	Facsimile/fax machines may be offered in black and white or color.		
1.11.03	Facsimile/fax machines shall be laser and use plain paper.		
1.11.04	Thermal faxes and machines that require paper rolls are not allowed.		
1.11.05	Facsimile/fax machines shall be compatible with the five basic standard communication codes used in North America (MH, MR, MMR, JBIG and JBIG2).		
1.11.06	Facsimile/fax machines shall have four basic resolutions: normal or standard, fine and superfine.		
1.11.07	Facsimile/fax machines shall have a modem speed of at least 14.4Kbps. Product lines with modem speeds up to 56 Kbps are preferred.		
1.11.08	Facsimile/fax machine standard memory shall hold a minimum of 30 pages. Product lines with additional memory models are preferred. Additional add-on memory or hard-drives for storage may be offered.		
1.11.09	Facsimile/fax machines shall have a minimum paper supply of 100 sheets.		
1.11.10	Facsimile/fax product lines that include network scanning, network faxing, scan to email, and multiple paper sizes are preferred. These features may be available as options.		
1.11.11	Facsimile/fax machines shall allow for "polling" another facsimile machine, which allows for transmitting of documents back to the polling unit.		
1.11.12	Features and options for facsimile/fax machines shall include, but not be limited to: platen for document scanning; transmission/reception via Internet; fax-to-email services; PC/Network connections; variable print speeds in pages per minute; variable resolutions; multifunctional capabilities (TWAIN and/or ISIS-compatibility); OCR capabilities; additional memory; network interface card and print controller.		
1.12	**Copiers and Multifunctional Devices - Remanufactured Specifications**		
1.12.01	All remanufactured copiers and multifunctional devices shall be remanufactured by the original manufacturer using certified technicians.		
1.12.02	The remanufacturing process shall include the complete disassembly of the machine and a thorough examination of its subassemblies and components.		
1.12.03	The remanufacturing copiers and multifunctional devices shall be cleaned and inspected to determine what shall be replaced.		
1.12.04	All parts that have exceeded their manufacturer-defined life cycle shall be replaced.		
1.12.05	Software shall be updated to include features and functions that match current models.		
1.12.06	Exterior panels shall be removed and refinished.		
1.12.07	Remanufactured machines shall carry a warranty that is equivalent to that offered by the OEM when the product was new.		

1.12.08	All remanufactured copiers and multifunctional devices shall meet current safety testing requirements.		
1.13	**Copiers and Multifunctional Devices - Services and Solutions**		
1.13.01	Contract vendor may provide software including, but not limited to: solutions that allow for management of networked devices; cloud based connectivity; documents that are scanned (scanned or printed); form preparation; OCR document control; reporting data; print management; and classroom administration which allows for document management (curriculum, test preparation and grading).		
1.13.02	Software solutions shall allow for the integration of all networked multifunctional devices; inventory control; billing and machine management; maintenance and oversight.		
1.13.03	Other services for copiers and multifunctional devices may be offered. Mohave shall make the sole determination as to whether additional offered services and solutions are appropriate under an awarded contract.		
1.13.04	Reports and performance metrics shall be available for the above services including, but not limited to: key performance indicator reports; management reports; monthly summary reports; and usage and cost data analysis reports.		
1.13.05	Contract vendor may provide document management services including cloud-based connectivity.		
1.13.06	Contract vendor may provide IT infrastructure consulting as related to copiers, multifunctional devices and cloud-based connectivity.		
1.13.07	Contract vendor may offer onsite copy center services, including but not limited to: management of a copy center for printing services; mailroom services; shipping and receiving management.		
1.13.08	Onsite copy center for printing services may include, but not be limited to: production print, commercial offset printing, graphic design, bindery and finishing activities.		
1.13.09	Onsite copy center for mail services may include, but not be limited to: mailroom management operations, shipping and receiving.		
1.13.10	Onsite copy center for imaging, records and document management may include, but not be limited to: back file and day-forward scanning, file room records management, and document management.		
1.13.11	Contract vendor shall work with the member to determine the level of onsite copy center services required including, but not limited to: identification of roles and responsibilities; member objectives and goals; reports; security management (devices, process and personnel); service agreements; key performance indicators; review and analysis of onsite copy center program reports; authorization for mail shipping/receiving; service improvement plans and escalation process for performance resolution.		
1.13.12	If the contract vendor has not performed to the agreed service level agreement/performance standards set between the member and the contract vendor, the member may cancel the onsite copy center services agreement.		
1.13.13	If information describing the service levels and pricing provided for onsite copy center services is not complete and/or unacceptable per Specifications 1.13.08 – 1.13.12 and in the applicable pricing workbook, onsite copy center services may be removed from an awarded contract.		
1.14	**Sustainability and Environmental Specifications**		
1.14.01	Products manufactured with sustainable, environmentally responsible techniques are preferred. These products shall be identified as such in printed or online marketing literature.		
1.14.02	Products offered under this contract shall meet the current applicable UL and Energy Star® standards.		

1.14.03	It is preferred that products offered under this contract meet current applicable silver or higher ratings for EPEAT®.		
1.14.04	Products utilizing toner-save modes and instant fusing lamps or fusers are preferred.		
1.14.05	Products manufactured utilizing bioplastics and recycled plastics (without the use of styrene) are preferred.		
1.14.06	Shipping materials made with 100% recycled cardboard are preferred.		
1.14.07	Services for members to recycle used toner and ink cartridges are preferred.		
1.15	**Managed Print Services (MPS) Specifications**		
1.15.01	The contract vendor may offer onsite and offsite MPS for single and multi-branded fleets including, but not limited to: desktop printers; copiers; multifunctional devices; large production machines; scanners; facsimile machines and consumables.		
1.15.02	Services requested include, but are not limited to: asset management; preventative maintenance; general repair; device upgrades; device relocation; supply management; energy audits and recommendations; environmental (carbon) footprint analysis and reports; electronic document management; back file scanning; document production; distribution; archiving, storage and retrieval services; system applications; help desk support; disposal of end-of-life equipment.		
1.15.03	Contract vendor shall provide personnel trained on several different brands of equipment including, but not limited to: desktop printers; copiers; multifunctional devices; large production machines; scanners and facsimile machines.		
1.15.04	Contract vendor shall work with the member to determine the level of services required including, but not limited to: identification of roles and responsibilities; member objectives and goals; reports; training of member employees; security management (devices, process and personnel); service agreements; key performance indicators; review and analysis of MPS program reports; service improvement plans and escalation process for performance resolution.		
1.15.05	If the contract vendor has not performed to the agreed service level agreement/performance standards set between the member and the contract vendor, the member may cancel the MPS agreement.		
1.15.06	Contract vendor may offer remote diagnostic management for monitoring and reporting on output for equipment, which has hardware and software capabilities.		
1.15.07	Contract vendor may provide consulting services for end-of-life or lease devices; however, the member shall have final approval of any recommendations including, but not limited to: recommended replacement of equipment, and contract and lease analysis.		
1.15.09	Contract vendor shall provide reports requested by the member including, but not limited to: asset management; inventory; downtime incidents; paper jams; supplies replenishment per machine/location; cost savings and service level achievement.		
1.15.10	If information describing the service levels and pricing provided for MPS is not complete and/or unacceptable per Specifications 1.15.01 – 1.15.09 and in the applicable pricing workbook, MPS may be removed from an awarded contract.		
1.16	**3D Printers Specifications**		
1.16.01	3D printer hardware, software, consumable and print materials (material used in finished printed product) are requested. The following types of models and applications may be offered including, but not limited to: concept; architectural; medical; functional prototypes; and classroom.		

1.16.02	Contract vendor shall provide 3D printer features and options including, but not limited to: variety of print materials; various mechanical properties; feature definition; various surface finishes; colored finished products; accurate visual appearances and precision; ability to print multiple parts nested horizontally and vertically; and the ability to recycle waste generated by print materials and consumables.		
1.16.03	Color printing is requested for applications including, but not limited to: photos, graphics, logos, textures and text labels.		
1.16.04	3D software should be able to be used from any workstation on approved network and may include remote control and monitoring applications for tablets and smartphones.		
1.16.05	Contract vendor shall provide 3D software including, but not limited to: editing tool; part placement and orientation; layer thickness; material-specific build parameters; build time; and statistical process control.		
1.16.06	3D printers are requested to provide stable vertical build speeds, ability to print a specific part or to print specific part volume and post-processing steps.		
1.16.07	Educational and curriculum materials associated with 3D printers are requested.		
1.16.08	Contract vendor shall consult with member prior to installation for all considerations necessary for installation of equipment including, but not limited to: networking; electrical; grounding; cabling; humidity and temperature requirements.		
1.16.09	Contract vendor shall provide repair and maintenance services. The maintenance plans shall be priced as requested in the Price Workbook Instructions (page 25-28) and in the applicable price workbook.		
1.16.10	Contract vendor may provide accessories necessary for operation of 3D printers including, but not limited to: UV curing equipment; 3D cameras; 3D scanners; cables; printer cleaning kits; filament spool mounts; removal tools; tape; stands and parts cabinets.		
1.17	**Training Specifications**		
1.17.01	The contract vendor shall provide training that shall assure proper use and utilization of purchased equipment.		
1.17.02	Contract vendor shall provide a variety of training methods including, but not limited to: onsite, web-based and webinars.		
1.17.03	The contract vendor shall furnish one set of manuals (in electronic, paper or online) for the required training with each equipment order.		
1.18	**Warranty Specifications**		
1.18.01	The minimum length of warranty required shall be a 90-day warranty, covering all parts and labor for copiers and multifunctional devices.		

***Exceptions/deviations must be listed on the *Scope of Work and Specifications Acceptance Form*. List the specification number for each exception/deviation.**

Scope of Work and Specifications Acceptance Form

Place after Tab 1e

Signature on page 61 certifies complete acceptance of the Scope of Work and Specifications in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Scope of Work and Specifications:

☐ **We take no exceptions/deviations to the Scope of Work and Specifications.**

(*Note: If nothing is listed below, it is understood that no exceptions/deviations are taken.)*

☐ **We take the following exceptions/deviations to the Scope of Work and Specifications. All exceptions/deviations shall be clearly explained. Reference the corresponding Scope of Work or Specifications that you are taking exceptions/deviations to. Provide details on your exceptions/deviations below:**

(*Note: All requested exceptions/deviations must be clearly explained. Reference the specific language that you are taking exceptions/deviations to, detail any proposed substitute language, clearly explain how the exceptions/deviations meets or exceeds specifications. Unacceptable exceptions/deviations shall remove your proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions/deviations and Mohave's decision shall be final.)*

Required Information – Method of Approach

Place after Tab 2a

Offeror shall respond to each item below. The information will be used to assist Mohave in evaluating the method of approach that an offeror would take regarding specific issues under an awarded contract. Do not use "boilerplate" answers. Respond to each item by specifically addressing the Mohave request. Failure to complete all questions may result in your proposal being considered nonresponsive.

1. Prepare an Executive Summary that provides a short narrative description of what you are offering for this contract.
2. Offeror shall provide a project plan that describes how the offeror intends to implement the plan to Mohave and its members. This information will include, but not be limited to:
   - Account team structure and role which includes, but is not limited to description of sales contact process, account team support, and periodic account review processes;
   - Communication process with Mohave and its members;
   - Training (initial and ongoing);
   - Standard delivery time for products/services after receipt of purchase order; and
   - Any other value-added services that may benefit members.
3. Indicate how you will ensure your sales staff does not sell products or services that are not on contract.
4. Is your firm proposing any equipment that is labeled remanufactured?
   - If yes, provide your firm's definition of remanufactured if different from page 6.
   - Provide a description of the digital copier and/or multifunctional devices that you are offering as remanufactured lines.
   - Include information describing the percentage of remanufactured parts that are used in newly remanufactured machines that you are offering.
5. Is your firm offering a recycling program for used toner and ink cartridges?

   If yes, provide detailed information regarding your recycling program.
6. If you firm is offering Managed Print Services in your proposal, provide detailed information on the different levels of service. *(Managed Print Services pricing shall be included in 15M Legacy Equipment, 3D Printers, Managed Print Services, Supplies, and Maintenance Workbook after Tab 3 for all service levels and rates.)*
7. Provide details on the type(s) of encryption, overwrite and/or end of life security your equipment provides.
8. Provide details on the type(s) of data security standards your equipment provides. Include information if the data security features are included in the price of the machine, or if offered as add-on features.

List five (5) five projects that have had problems. Describe the problem, and identify how the problem was solved (what steps were taken to satisfy the customer). Provide the name of the public agency, type of project, year of the project, contract amount, contact name and telephone number. Do not include problems caused by another firm that your firm fixed. This information is used to evaluate your resolution to the issue(s), not to identify problematic vendors.

Number	Name of Public Agency	Contract Sales Amount	Year of the Project	Contact Name	Phone Number
1					
Description of problem #1, and what steps were taken to satisfy the customer.					
2					
Description of problem #2, and what steps were taken to satisfy the customer.					
3					
Description of problem #3, and what steps were taken to satisfy the customer.					
4					
Description of problem #4, and what steps were taken to satisfy the customer.					
5					
Description of problem #5, and what steps were taken to satisfy the customer.					

Indicate if your offer is regional or statewide: Regional _____ Statewide _____

If regional, indicate the regions in Arizona you will serve.

_____

_____

Are there any limitations to the types of members that you will provide services to? If so, indicate what those limitations are.

_____

_____

In the past three years, what percentage of your Arizona business do you estimate was in each geographical area identified below?

Maricopa/Pinal/Pima counties _____%

Northern Arizona _____%

Southern Arizona _____%

If you are awarded a contract with Mohave, which area(s) of the state will your sales force target?

_____

_____

_____

_____

_____

Describe how you would use local subcontractors to accomplish the work. What is the maximum amount of work you would subcontract to complete a job?

_____

_____

_____

_____

_____

_____

Required Information – Qualifications and Experience

Place after Tab 2a (except as noted below)

Offeror shall respond to each item below. The information will be used to assist Mohave in evaluating the qualifications and experience of the offeror. Do not use "boilerplate" answers. Respond to each item by specifically addressing the Mohave request. Failure to complete all questions may result in your proposal being considered nonresponsive.

1. Write a *brief* history of your company that includes length of time in business and your firm's philosophy of doing business. Provide written verification if offeror has recently purchased an established business or has proof of prior success in this business or a closely related business.

2. Provide the address for your company's headquarters. Provide addresses for any branch offices in Arizona. Indicate how long your company has provided the products/services you are proposing. Provide names, titles, qualifications and experience of the key people who will support this contract.

3. Provide a current letter from your financial institution indicating the range of credit available to your firm, (e.g., "credit in the low nine figures" or "credit line exceeding five figures"). Provide a current letter from your financial institution and/or officers of major suppliers, indicating confidence in your firm's stability and payment history. *These letters will only be used to evaluate proposals and will not be made available to the public.* **Place after Tab 2c.**

   Offerors may submit current audited annual financial reports in lieu of letters from financial institutions. However, the annual financial reports must provide essentially the same information as requested from the letters. Offerors are encouraged to highlight the requested information in any audited annual financial report submitted in response to this solicitation. All financial information will be kept confidential. **Place after Tab 2c.**

4. Indicate if your firm would qualify as a minority owned business. To qualify for ownership as a minority owned business, at least 51% of the firm's ownership must be held by a person, or persons, of a particular group (e.g., Woman owned, Hispanic owned, Native American owned, etc.). Proof of ownership is evidenced by the transaction privilege tax license or business privilege license for sole proprietorship; business privilege license **and** written partnership agreement for partnerships; or the Articles of Incorporation, Corporate By-laws **and** stock certificates for corporations. *NOTE: This information is used for reporting purposes only and is not a factor in the evaluation.*

5. Include information regarding your authorization to submit a proposal for the specified equipment/services and that you can provide the equipment/services if awarded a contract. Indicate if you are a bona fide dealer for the equipment/services in the proposal, or if you are a manufacturer of the equipment/services in the proposal.

   - If offeror is an Original Equipment Manufacturer, provide information on any authorized dealers used, if awarded a contract.
   - If offeror is an authorized dealer, provide letter(s) from each manufacturer you are offering certifying that you are a bona fide dealer for the specific equipment, service and maintenance offered in your proposal.

6. Provide a letter of reference from three (3) different Arizona public agencies where work has been successfully accomplished/products and services have been sold in the past five (5) years, for specific goods/services related to this solicitation. If you cannot provide three (3) Arizona public agency letters of reference, provide other public agency references. Include the reference letters in your response. Reference letters sent directly to Mohave on your behalf cannot be accepted. The letters of reference should provide the following information:

   - Organization's name and location
   - Organization's representative and contact information (phone and email address)
   - A brief description of the work, when and where the work was performed
   - Any specific issues that may be pertinent regarding the work performed
   - Letters shall be properly dated, signed and on organization's letterhead

Required Information – Qualifications and Experience continued on the next page.

7. Provide copies of your technicians training certificates or provide the information in a matrix listing all technicians and their training that will be used under an awarded contract.
8. Provide detailed information regarding your quality assurance program including, but not limited to: operations, inventory systems and parts supplies.
9. Provide any applicable Buyers Lab certificates or equivalent organization's certificates for products offered in your proposal.

Place after Tab 3a

Price Workbook Instructions

1. All offerors shall complete the summary sections 1-7 worksheets of the two (2) 15M Digital Copiers, Multifunctional Devices, 3D Printers, Supplies, Maintenance and Managed Print Services Workbooks titled "**15M Copiers, Multifunctional Devices WB.xlsx**" and "**15M Legacy Equipment, 3D Printers, Managed Print Services WB.xlsx**".
2. In addition to the Excel workbooks referenced in number 1 above, offeror may provide additional price schedule(s), (e.g. manufacturer's suggested retail price list). However, all price schedules shall follow the format, and provide the information as detailed in the product and services pricing description or instructions.
3. **Include electronic copies of the completed workbooks on a CD, USB, or similar electronic media device.**
4. Paper copies of the summary sections 1-7 worksheets **shall** be included with your proposal for both workbooks. Electronic copies of the entire workbooks, your price schedules, and any additional requested price information **shall** be included with your proposal. Two electronic copies of each price workbook **shall** be provided on separate CD, DVD or USB devices.
5. Mohave members pay an administration fee equal to 1% of the contract price of goods and services purchased from Mohave contracts. Offerors shall include the administration fee in all prices in the Price Schedule(s). *No administration fee is charged on separately stated shipping, sales or use tax, bonds, transportation, lodging, mileage, and/or M&IE.*
6. Percent of discount off price list offers that are not based upon published price lists or catalogs will be administered as fixed price contracts.
7. Mohave pricing that is higher than the manufacturer's suggested retail price is not acceptable, and shall be rejected.
8. Cost plus a percentage of cost pricing is not acceptable as per Arizona procurement rules and code.
9. Products and/or services listed as "*call for quote*" are not acceptable. All products and/or services provided with your proposal must contain a specific price in order to be considered for inclusion under an awarded contract.
10. Mohave serves members all over Arizona. Our goal is to provide good value on our contracts for all members. This may not mean the same price for all regions of the state. Please carefully consider the applicability of regional pricing in your response.

Failure to complete and submit the two (2) 15M Digital Copiers, Multifunctional Devices, 3D Printers, Supplies, Maintenance and Managed Print Services Workbooks shall render your proposal nonresponsive.

Price Workbooks Details

Each price workbook contains several worksheets. Instructions for those worksheets are detailed below.

Price Workbook Summary Section One – Restock and Shipping *(for both workbooks)*

- All cells that require information are highlighted in yellow.
- Each cell contains instructions explaining what information is required.
- Replace the instructional text by simply typing your information into each cell.
- If the information does not apply, enter "N/A".
- *No administration fee is charged on restock fees, or separately stated shipping.*

Price Workbook Summary Section Two - Lodging, M&IE, Mileage, Mobilization or Travel/Drive Rates *(for both workbooks)*

- All cells that require information are highlighted in yellow.
- Each cell contains instructions explaining what information is required.
- Replace the instructional text by simply typing your information into each cell.
- If the information does not apply, enter "N/A".
- Lodging, meals and incidental expenses, mileage, mobilization or travel/drive rates shall be included in the summary Section Two worksheet of the two (2) 15M Digital Copiers, Multifunctional Devices, 3D Printers, Supplies, Maintenance and Managed Print Services Workbooks.
- Transportation charges (airfare, car rental, etc.) shall be at rates generally acceptable for business class travel. Indicate when such fees are applicable.
- For convenience, reimbursements at rates as per the General Accounting Office's publication: State of Arizona Accounting Manual (SAAM) - Travel Policy: Section IID – section II, are preferred. The Travel Policy is available for download at https://gao.az.gov/travel/travel-information. You may elect to use other rates. If you are charging state rates, you do not need to submit the State of Arizona reimbursement rate information. Simply indicate that you are using current state rates in the workbooks.
- *The Mohave administration fee is not charged on transportation, mileage, lodging, M&IE. The Mohave administration fee is charged on travel/drive rates and mobilization.*
- **If rates are not specified for these reimbursements, charges will not be allowed.**

Price Workbook Summary Section Three - Fees and Service Rates *(for both workbooks)*

- All cells that require information are highlighted in yellow.
- Each cell contains instructions explaining what information is required.
- Replace the instructional text by simply typing your information into each cell.
- If the information does not apply, enter "N/A".
- Add additional line items as necessary to describe all of your fees and service rates.
- *The Mohave price shall include Mohave's 1% administration fee.*

Price Workbook Summary Section Four - Labor Rates *(for both workbooks)*

- All cells that require information are highlighted in yellow.
- Each cell contains instructions explaining what information is required.
- Replace the instructional text by simply typing your information into each cell.
- If the information does not apply, enter "N/A".
- Add additional line items as necessary to describe all of your labor rates.
- *The Mohave price shall include Mohave's 1% administration fee.*

Price Workbook Summary Section Five - Manufacturer's Discount Information *(for both workbooks)*

- All cells that require information are highlighted in yellow.
- Each cell contains instructions explaining what information is required.
- Replace the instructional text by simply typing your information into each cell.
- If the information does not apply, enter "N/A".
- Include the name of the manufacturer, a brief description of the type of products they offer, the discount off MSRP, as well as shipping and warranty information for that manufacturer.
- Add additional line items as necessary to describe all of your product lines.
- *The Mohave price shall include Mohave's 1% administration fee.*

Price Workbook Summary Section Six - Volume Discount Information *(for both workbooks)*

- All cells that require information are highlighted in yellow.
- Each cell contains instructions explaining what information is required.
- Replace the instructional text by simply typing your information into each cell.
- If the information does not apply, enter "N/A".
- Include the purchase level necessary to qualify for the discount, as well as the additional discount amount.
- Add additional line items as necessary to describe all of your volume discounts.

Price Workbook Summary Section Seven - Extended Warranty and Annual Maintenance Information *(for both workbooks)*

- All cells that require information are highlighted in yellow.
- Each cell contains instructions explaining what information is required.
- Replace the instructional text by simply typing your information into each cell.
- If the information does not apply, enter "N/A".
- Include the name of the manufacturer, a brief description of the extended warranty, the cost, as well as any ongoing annual licensing and support costs for each manufacturer.
- Add additional line items as necessary.
- *The Mohave price shall include Mohave's 1% administration fee.*

Model Price Schedule Worksheets *(for workbook titled "15M Copiers and Multifunctional Devices.xlsx")*

- Fifty individual model worksheets have been provided on the workbook for digital copiers and multifunctional devices. You may copy and add more worksheets if you are offering more than fifty models with your proposal.
- Provide model pricing, as detailed in the Discount and Price workbook instructions above.
- The product, parts and supplies pricing shall be included on the model worksheet in the 15M Digital Copiers, Multifunctional Devices, Supplies, Services and Maintenance Workbook.
- If supplies and parts pricing is covered by maintenance plans, you do not need to provide pricing information for these products. Mark the supplies and parts as being included in maintenance plans.
- Provide an individual model worksheet for each individual product offered. If multiple versions of the same product are available (e.g. B&W, color, different versions of the same basic model) use a separate price worksheet for each version of that product model.
- Name each worksheet to correspond to the product model details on that price worksheet.
- *The net Mohave price shall include Mohave's 1% administration fee.*

Legacy Equipment, 3D Printers, Managed Print Services, Supplies and Warranty Maintenance Service Plans *(for workbook titled "15M Legacy Equipment, 3D Printers, Managed Print Services WB.xlsx")*

- **3D Printers:** Include the part number, description, MSRP price, discount, and Mohave price (with the administration fee included) for each product or service offered.
- Manufacturers and discounts offered should match those provided in the price workbook summary Section Five.
- Each line item contains a formula that will automatically apply the discount from the "Discount" column, to the MSRP price contained in the "MSRP Price" column. **Do not enter information into the cells contained in the "Mohave Price (With Admin. Fee)" column. Doing so will override the built in formula.**
- **If you are providing fixed pricing, enter the pricing information in the cells contained in the "Mohave Price (With Admin. Fee)" column.** This will override the built in formula, which is not needed when utilizing fixed pricing.
- Additional price schedule(s) (e.g., manufacturer's suggested retail price lists) may be provided. However, all price schedule(s) shall follow the format, and provide the information detailed above.
- Add additional line items as necessary.
- *The Mohave price shall include Mohave's 1% administration fee.*

- **Legacy Equipment:** Contract vendor may provide pricing for any legacy equipment, service rates, supplies and warranty maintenance service plans pricing for products and services that were offered under a previously awarded Mohave contract.
- Contract vendor may create worksheet to meet the requirements for products and services offered for legacy equipment, supplies and warranty maintenance plans.
- Include the name of the manufacturer, a brief description of the type of products or services offer, the discount off MSRP and warranty pricing, as applicable.
- Add additional line items as necessary.
- *The Mohave price shall include Mohave's 1% administration fee.*

- **Managed Print Services:** Contract vendor may provide pricing for managed print services.
- Provided print for onsite and offsite services.
- Provide all service levels for managed print services.
- *The Mohave price shall include Mohave's 1% administration fee.*

Leasing:

- As an option, you may provide leasing services as detailed in Specifications 1.3.01-1.3.07 and Special Terms and Conditions 6. Leases and Rentals. See page 29 for the *Digital Copiers, Multifunctional Devices, Facsimile/Fax, 3D Printer Machines Lease Price Sheets.*

Place after Tab 3b

DIGITAL COPIERS, MULTIFUNCTIONAL DEVICES, AND FACSIMILE/FAX, 3D PRINTER MACHINES LEASE PRICE SHEET

Duplicate this form as necessary in order to create a lease price sheet for the three different types of leases listed below. If leasing services are being offered, this form must be completed and included with your proposal. See Specification 1.3.01-1.3.07 and Special Terms and Conditions 6. Leases and Rentals for details.

Lease Type (*mark one*): ____Financed Purchase ____Fair Market Value/Operating ____Rental

Name of Finance Company (if third party) _____

Address of Finance Company _____

Phone Number of Finance Company _____

End of Lease Purchase Option Amount (if applicable) _____

At what point does title of the equipment pass to the member?_____

Base Interest Rate: Indicate the base interest rate to be applied to leases under this contract.

Term	Base Rate Tax Exempt	Payment Factor	Base Rate Taxable	Payment Factor
1 year	_____	_____	_____	_____
2 years	_____	_____	_____	_____
3 years	_____	_____	_____	_____
4 years	_____	_____	_____	_____
5 years	_____	_____	_____	_____

The above pricing is valid for ____ the date of the rate quote to the member.

The residual equipment value is defined as _____% of the remaining stream of payments.

Interest Rate Adjustment: Indicate the percentage to be indexed to U.S. Treasury Bills for adjusting the interest rates above.

Tax Exempt ___% of the change between the Base Interest Rate and the like-term U.S. Treasury yield at the time of financing.

Taxable ___% of the change between the Base Interest Rate and the like-term U.S. Treasury yield at the time of financing.

Alternate methods for determining interest rates may be offered, subject to approval by Mohave. If applicable, provide details of any alternate method being proposed for determining interest rates at the time of financing.

Place after Tab 3c

Mobilization and Travel Description

If mobilization and/or travel rates are applicable, describe how they are calculated, and when they are necessary, (e.g. 50 miles from origin). Include information regarding what the mobilization and travel rates cover. (See **Pricing: Reimbursement for Transportation, Mileage, Lodging, Meals and Incidental Expenses** in the Special Terms and Conditions.)

_____

_____

_____

_____

Pricing Methodology Description

☐ Our pricing methodology is percent of discount off manufacturer's price list or catalog.

☐ Our pricing methodology is fixed pricing.

☐ Our pricing methodology is a combination of percent of discount off manufacturer's price list or catalog and fixed pricing.

Provide a description as to how your pricing will be managed under an awarded contract. If you are using fixed pricing, outline any contingencies for economic price adjustments. Mohave shall make the sole determination whether contingencies for economic price adjustments identified in your proposal are appropriate under an awarded contract. (See Basis for Pricing in the Special Terms and Conditions.)

_____

_____

_____

_____

Volume Discount Description

Provide a description as to how your volume discounts (if offered) will be managed under an awarded contract.

_____

_____

_____

_____

Required Information – Primary Contract Documents

Place after Tab 4a

1. Provide Arizona Transaction Privilege (sales) Tax License Number: _____

   Do you collect city, county and/or other local sales tax in Arizona? *Yes* ___ *No* ___

   If yes, please check one:

   ☐ Our combined state, city, county and/or other local sales tax rate is ___% (local rate).

   ☐ The sales tax rate varies by the location (e.g. ship-to-rate).

2. Mohave is established to offer a cooperative purchasing program, which can be accomplished more efficiently and economically as a multi-entity operation.

   Efficiency and economy can be established through reduced bidding effort for members and vendors, management of a single contract, fewer price schedules to maintain, fewer contact persons, using Mohave as an extension of members' purchasing departments. Additionally, it is Mohave's assertion that a statewide contract available to approximately 450 public agencies results in economies of scale and lower prices than those received by bidding individual contracts, especially, but not limited to small member agencies.

   Will a contract based upon your proposal result in the efficiencies and economies described above?

   Yes _____ *No* _____

   If no, what efficiencies and economies would members receive from a contract based on your proposal?

   _____

   _____

3. Contact information for purchase orders:

   Physical Address _____

   Email Address _____

   Attention of _____

4. Sales support by region:

Name	Region served	Phone

5. Will you offer members a quick pay discount if payment is made within 10 or 20 days?
   Yes ____ No _____ If yes, what is the discount for 10 days? _____ 20 days? _____

6. What is your general website (Internet) address? _____

7. Contacts for Mohave:

Main Mohave representative contact: _____

(*Shall be the main point of contact for members and be responsible for member information requests.*)

Title _____ Email address _____

Phone number _____ Fax _____

Contract Administrator contact: _____

(*Shall be the main point of contact for Mohave Procurement/Contract Specialists. Shall be responsible for handling information requests from the Mohave specialists.*)

Title _____ Email address _____

Phone number _____ Fax _____

Accounting contact: _____

(*Shall be the main point of contact for Mohave Accounting Manager.*)

Title _____ Email address _____

Phone number _____ Fax _____

Open Order/Status Report contact: _____

(*Shall be the main point of contact regarding open orders.*)

Title _____ Email address _____

Phone number _____ Fax _____

Audit contact: _____

(*Shall be the main point of contact for Mohave Audit Specialists.*)

Title _____ Email address _____

Phone number _____ Fax _____

Reconciliation contact: _____

(*Shall be the main point of contact for the reconciliation report and payment of administration fee for Mohave Audit Specialists.*)

Title _____ Email address _____

Phone number _____ Fax _____

Escalation contact: _____

(*Shall be the main point of contact when an issue needs to be escalated above the main contact and/or contract administrator for the RFP/contract.* ***This contact shall be a different individual than those named for the contacts listed above.*** *)*

Title _____ Email address _____

Phone number _____ Fax _____

8. **Payment remittance address** _____

Attn: _____

City _____ State _____ Zip _____

Telephone (invoice questions) _____

Place after Tab 4a

Provide the requested customer support information for warranty and maintenance service offered by your firm, as applicable.

Do you provide warranty and maintenance services for the items in the proposal?

☐ **Yes,** the following is applicable to our offer. (If yes, please provide the information below.)

☐ **No,** the following is not applicable to our offer.

If not, how do members obtain warranty and maintenance service?

_____

_____

_____

Provide the name and address of the facility that will provide warranty and maintenance service, under an awarded contract. Additionally, provide a contact person and phone number for warranty and maintenance service. If there is more than one facility, provide the names and addresses for all facilities. Attach a list if necessary.

_____

_____

_____

_____

Do you provide technical assistance via phone? ☐ Yes ☐ No If yes, provide a phone number and contact.

_____

How many technicians are located at each warranty/service facility that would serve a Mohave contract?

_____

What is your service response time for metropolitan areas (e.g., Phoenix, Tucson) and rural areas?

_____

Describe the steps a member should take to activate a warranty, if any. _____

_____

_____

Do you offer extended warranty or maintenance service plans? ☐ Yes ☐ No

If yes, provide a summary of the plans here and/or copies of the plans after this page. Include pricing for extended warranty or maintenance service plans in your price schedule. (**Tab 3a.**) Place any sample agreement forms, which include terms and conditions and/or member signature after **Tab 4b.**

_____

_____

_____

_____

Place after Tab 4b

Will members be required to sign any supplemental end-user agreements (sales, lease, maintenance)?

☐Yes ☐No

If yes, review/revise your agreement(s) for any terms that conflict with the Mohave terms and conditions. In addition, review for the following common issues:

Acceptable agreements **shall** include:

- Non-appropriations clause;
- Contract or agreement must be governed by the laws of the State of Arizona;
- Net payment is thirty (30) days.

Agreements **shall not** include:

- Terms beyond one year;
- Waiver of right for a jury trial;
- Requirement of upfront payment by member when purchase order is placed;
- Entire agreement language;
- Auto-renewal language.

Attach your reviewed/revised agreement(s). **Unacceptable agreement(s) may render your proposal nonresponsive.** Do not assume a Request for Best and Final Offer will be issued to resolve conflicts within your agreement(s).

Special Terms and Conditions

Place after Tab 1d

The following Special Terms and Conditions are in addition to the General Terms and Conditions that appear on pages 45-58. Please review them and complete the *Special Terms and Conditions Acceptance Form* (page 44).

1. CONSTRUCTION

1.1. Construction: Contract vendor shall not perform any construction under this contract. For the purposes of this contract, construction is defined as: *The process of building, altering, repairing, improving or demolishing any public structure or building, or other public improvements of any kind to any public real property. Construction does not include:*

- *The routine operation, routine repair or routine maintenance of existing facilities, structures, buildings or real property.*
- *The investigation, characterization, restoration or remediation due to an environmental issue of existing facilities, structures, buildings or real property.*

1.2. Liens: All materials shall be free of liens.

2. DELIVERY

2.1. Default in one installment to constitute total breach: Contract vendor shall deliver conforming materials in each installment or lot under this contract and may not substitute nonconforming materials. Mohave reserves the right to declare a breach of contract if contract vendor delivers nonconforming materials to any member under this contract.

2.2. Defective goods: Contract vendor agrees to pay for return shipment of goods that arrive in a defective or non-operable condition. Contract vendor shall arrange for return shipment of damaged or defective goods.

2.3. Delivery time: Failure to deliver any order within the time frame specified on the purchase order may result in cancellation of that purchase order.

2.4. Improper delivery: If the goods or tender of delivery fail in any respect to conform to this contract, member may reject the whole, accept the whole, or accept any commercial unit or units and reject the rest.

2.5. Restocking fees: A restocking fee may only be charged on products ordered and delivered to member's site. Restocking fees in excess of fifteen percent (15%) shall not be allowed. Contract vendor may waive restocking fees. Shipping charges on returns must be identified. Restocking and return shipping charges shall be identified on the price workbook.

3. FORM OF CONTRACT

3.1. Contract vendor documents: Mohave will review prospective contract vendor documents. If a firm submitting an offer requires member to sign an additional agreement, a copy of the proposed agreement shall be included with the proposal.

If awarded a contract, any additional contract vendor's documents shall not become part of Mohave's contract unless, and until, an authorized representative of Mohave reviews and approves them.

3.2. Form of contract: The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and as required by the member, properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals.

3.3. Parol evidence: The contract represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

4. INSTALLATION

Installation shall be scheduled directly with the member and be done in a reasonable amount of time. Installation shall be in accordance with the manufacturer's instructions and shall be accomplished by skilled and properly licensed individuals.

5. INSURANCE

5.1. Deductibles: Contract vendor shall pay the deductibles required by the insurance provided under this contract.

5.2. Liability insurance: Prior to commencing services under this contract, contract vendor shall procure and maintain during the life of this agreement, comprehensive public liability insurance, to include automobile liability, providing limits of an aggregate amount of not less than $2,000,000. Evidence of the required insurance shall be provided by means of a current certificate of insurance with the coverage as stated above, with your proposal. Before any orders are processed under an awarded contract, contract vendor shall provide a certificate that names Mohave as the certificate holder. **Place after Tab 2b.**

In addition, contract vendor must be willing to provide, upon request, identical certificate of insurance to any member using this contract.

All insurance policies shall include a clause to the effect that the policy shall not be cancelled or reduced, restricted or limited until thirty days after the member and Mohave has received written notice, evidenced by a return receipt of a registered or certified letter, of the proposed action.

5.3. Scope of Insurance: Contract vendor's insurance shall provide adequate protection for contract vendor and contract vendor's subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations are by the insured or by anyone directly or indirectly employed by the insured. All insurance must be written by companies incorporated within the United States (exclusive of Territories or Possessions) and licensed or authorized to do business in Arizona.

5.4. Subcontractor insurance: Prior to commencing any work, any subcontractor shall procure and maintain at its own expense until final acceptance of the work, insurance coverage in a form and from insurers acceptable to the prime contractor. All subcontractors will provide workers' compensation insurance, which waives all subrogation rights against the prime contractor, member and Mohave.

5.5. Workers' compensation insurance: Contract vendor shall also procure and maintain during the life of this agreement, workers' compensation insurance for all of contract vendor's employees engaged in work under the contract. All workers' compensation insurance will be in compliance with state statute and evidenced by a certificate of insurance.

6. LEASES AND RENTALS

6.1. Additional fees: No additional fees will be assessed on the leasing portion of a purchase.

6.2. Availability of leasing: Leasing plans offered for the contract must be priced as specified in Tab 3. However, members shall have the right to choose a different leasing company. Leases with options to purchase must be described. Rental plans should not include end-of-rental-term buy out.

6.3. Lease requirements: Mohave must be apprised of member's intent to lease prior to processing a purchase order. Mohave will not collect monthly lease payments. Offeror agrees that leases will be in compliance with the Uniform Commercial Code. All terms of leasing must be included in the proposal, with interest rates described as a relation to a recognized index or standard acceptable to Mohave. Offeror must indicate if the shipping costs for return of leased or rented equipment is member's responsibility, and what that cost will be.

6.4. Sale or assignment of lease: No sale of a lease contract to a third party will be made without informing member of the transfer. If contract vendor sells a lease contract to a third party, the cost of return of the product must not be greater than the cost of return to the original contract vendor.

7. MAINTENANCE FACILITIES AND SUPPORT

It is preferred that each contract vendor should have maintenance facilities and a maintenance support system available for servicing products throughout Arizona, or the regions specified in their offer. If a third party is used to provide maintenance or warranty work, offeror must include details of any such arrangement in the proposal. Trained and qualified technicians shall be available to cover all parts of the state, or specific regions within the state for regional offers. It is preferred that maintenance services are available within 24 hours. Maintenance facilities must have sufficient parts inventory to provide quality service on products sold to members.

8. MANUFACTURER SUPPORT

Offerors submitting proposals as a manufacturer's representative must be able, if requested by Mohave, to supplement the offer with a letter from the manufacturer certifying that offeror is a bona fide dealer for the equipment offered, that offeror is authorized to submit an offer on such equipment, and which guarantees that should offeror fail to satisfactorily fulfill any obligations established as a result of the award of contract, the manufacturer will either assume and discharge such obligations or provide for their competent assumption by one or more bona fide dealers for the balance of the contract period.

9. MEMBER AGREEMENTS

Some members may request the addition of specific requirements that would apply to products and services purchased under an awarded contract. These additional requirements shall be addressed through the use of an additional member agreement. In any agreement between the contract vendor and a member based on this contract, the terms and conditions of this contract shall prevail. Contract vendor and member must agree to all provisions in any additional agreements. If agreement requirements result in additional costs to the contract vendor, the contract vendor shall be entitled to direct reimbursement for these costs, in addition and separately to approved contract pricing. A copy of the additional member agreement shall accompany the member's purchase order.

10. OFFER ACCEPTANCE PERIOD

A proposal submitted in response to this solicitation shall be valid and irrevocable for one hundred fifty (150) days after specified due date and time.

11. OVERVIEW

11.1. Serial numbers: Offers shall be for equipment on which the original manufacturer's serial number has not been altered in any way.

11.2. Offeror qualifications: It is preferred that the offeror has extensive knowledge and at least three (3) years experience with the installation, maintenance and provision of the equipment, software or services offered. Mohave reserves the right to accept or reject newly formed companies solely based on information provided in the proposal and/or its own investigation of the company.

11.3. Order cycle overview:

For Procurements made with purchase orders:

1. Member forwards purchase orders to Mohave that lists the contract number, along with a copy of detailed contract vendor quote. Vendor listed on the purchase order is contract vendor.
2. Mohave reviews and emails member order with "*MESC Reviewed*" stamp, to contract vendor and member.
3. Contract vendor provides product/services.
4. Contract vendor invoices member.
5. Member pays contract vendor.
6. Contract vendor sends monthly Reconciliation Report to Mohave.
7. Contract vendor remits administration fee monthly, based on invoices paid.
8. Mohave audits selected invoices.

For Procurements made with Pcards:

1. Member purchases directly from contract vendor using a Pcard and forwards a copy of detailed contract vendor quote to Mohave (if applicable).
2. Mohave reviews and emails contract vendor quote with "*MESC Reviewed*" stamp, to contract vendor and member (if applicable).
3. Contract vendor provides product/services.
4. Contract vendor invoices member (if not previously paid with Pcard).
5. Member pays contract vendor (if not previously paid with Pcard).
6. Contract vendor sends monthly Reconciliation Report and copy of detailed Pcard transaction, invoice or quotation to Mohave.
7. Contract vendor remits administration fee monthly, based on Pcard purchases paid.
8. Mohave audits selected Pcard purchases.

11.4. Title: This contract includes products for software. As such, references to "title" passing in the general terms and conditions are interpreted as "right to use" or similar.

12. PRICING

12.1. Administration fee: Mohave's 1% administration fee shall be included in offeror's contract price. Contract vendor shall not add the administration fee to approved contract prices. The value of trade-ins or rebates shall not affect the amount of administration fee paid to Mohave.

12.2. Application of pricing: In Mohave's purchase order review process, the date Mohave receives a member purchase order or the date of a valid contract vendor's quote will generally be used to determine the contract pricing that is in effect for that order. The date Mohave receives a member purchase order will only be used to determine the contract pricing that is in effect for an order when a contract vendor's quote does not exist or is invalid. However, other factors may apply.

12.3. Basis for pricing: Contract pricing under this RFP must be based upon:

1. Percent of discount(s) off manufacturer's price list(s) or catalog(s);
2. Firm fixed price with economic adjustment (contingencies for economic price adjustment must be identified in the proposal). Mohave shall make the sole determination whether contingencies for economic price adjustments identified in your proposal are appropriate under an awarded contract; or
3. A combination of the above.

The price included in a catalog, price list, schedule or other form that:

- Is regularly maintained by a manufacturer, distributor or contractor;
- Is either published or otherwise available for inspection by customers; and/or
- States prices at which sales are currently or were last made to a significant number of any category of buyers or buyers constituting the general buying public for the materials or services involved.

Established catalog price is referred to as manufacturer's price list, price list, or catalogs throughout this solicitation.

12.4. Catalogs/price lists: A copy of the latest edition of the price list or catalog to which discount shall be applied shall be included with proposal. Include a copy of the latest edition of all applicable price lists or catalogs to which discount shall be applied with your proposal. Submission of outdated price lists or catalogs may result in rejection of proposal.

12.5. Combination pricing: Offers for combination contracts shall clearly identify items covered by discount(s) and those with fixed prices. Prices for such contracts shall be adjusted as identified for the appropriate contract type above.

12.6. Decimal places: Pricing shall use a maximum of three (3) decimal places, unless specified otherwise.

12.7. Discounts: Discounts must clearly identify the percent of discount to apply to the price list. If multiple discounts apply, offeror shall clearly indicate the discounts and applicable materials or services. Offeror shall agree that there will be no reduction in discount(s) during the term of contract.

12.8. Effect of price: No contract shall be awarded solely on the basis of price.

12.9. Fixed prices: Fixed price bids shall include prices for any and all items. Fixed prices shall be firm until each anniversary date of the contract, unless there is an occurrence of one or more allowable economic price adjustment contingencies (raw material, fuel or other surcharges) outlined in the proposal. If allowable price adjustment contingencies occur, contract vendor may submit a fully documented request for price adjustment to Mohave. The documentation must substantiate that any requested price increase was clearly unpredictable at the time of submittal and results from an increased cost to contract vendor that was out of contract vendor's control.

12.10. Fixed price review: Mohave shall review requests for fixed price adjustments to determine if the new prices or another option is in the members' best interests. New fixed prices shall apply to the contract upon approval from Mohave. Price changes shall be a factor in contract renewal.

12.11. New catalogs/price lists: New price lists, workbooks and/or catalogs may be submitted for review throughout the term of the contract. Mohave will review new price lists, workbooks and/or catalogs to determine if the new prices or an alternative option is in the members' best interests. New price lists, workbooks and/or catalogs shall apply to the contract only upon approval from Mohave. New price lists workbooks and/or catalogs found to be non-competitive at any time during the contract may be grounds for terminating the contract. Any new catalogs/price lists shall meet requirements as stated in **Basis for pricing.**

12.12. Overcharges by antitrust violations: Mohave maintains that overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, contract vendor assigns to member any and all claims for such overcharges as to the goods or services used to fulfill the contract.

12.13. Percent of discount as fixed price: Percent of discount offers that are not based upon published price lists or catalogs will be administered as fixed price contracts.

12.14. Price reduction and adjustment: Price reduction may be offered at any time during a contract and shall become effective upon notice of acceptance from Mohave. Price reductions (e.g. quantity discounts, time sensitive offers, bundles) must apply to all Mohave orders of similar size and scope. Price reductions limited to a single member are not acceptable. Special time-limited reductions are permissible under the following conditions: 1) reduction is available to all members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Mohave has approved the new prices prior to any offer of the prices to a member. Mohave shall be the sole judge on the acceptance of price reductions under an awarded contract.

12.15. Price workbooks: All offerors must complete the two (2) 15M Digital Copiers, Multifunctional Devices, 3D Printers, Supplies, Maintenance and Managed Print Services Workbooks titled **"15M Copiers, Multifunctional Devices WB.xlsx"** and **"15M Legacy Equipment, 3D Printers, Managed Print Services WB.xlsx".** Provide a CD, USB, or similar electronic media device with the completed workbooks in your response. Failure to complete and submit the two (2) Digital Copiers, Multifunctional Devices, 3D Printers, Supplies, Maintenance and Managed Print Services Workbooks shall render your proposal nonresponsive. ***Place after Tab 3a.*** If awarded a contract, all future pricing updates shall be based on the electronic workbooks, or similar approved format.

12.16. Reimbursement for transportation, mileage, lodging, meals and incidental expenses (M&IE): Contract vendor may charge for transportation, mileage, lodging and M&IE costs for employees that are required to travel to perform services at member site under this contract. An overnight stay is required for lodging reimbursement. Mileage reimbursement shall be at a specified rate. Transportation charges are separate from mileage, and may include airfare, car rental, etc.

Reimbursements under this section shall not exceed the rates listed in approved pricing, and shall not exceed the actual charge. To be eligible for reimbursement, estimated charges must be on the quote and approved by the member. Receipts for such reimbursements must be provided upon request from the member.

12.17. Travel/drive rates or mobilization: Contract vendor may charge for travel/drive rates or mobilization under this contract.

- Travel/drive rates are labor rates charged for time in transit to and from a job site, per person.
- Travel/drive rates may be used with mileage reimbursement, but shall be listed separately. Travel/drive rates are only applicable for out of area employees working in Arizona under this contract.
- Mobilization charges are for the movement of equipment to the jobsite. Charges under this section shall not exceed the rates listed in approved pricing. Such charges must be on the quote and approved by the member.

12.18. Special pricing offers: Special pricing offers (e.g., quantity discounts, time sensitive offers, bundles) must apply to all Mohave orders of similar size and scope. Special pricing limited to a single member is not acceptable. Mohave must approve special pricing before it is offered to any member.

13. SITE REQUIREMENTS

13.1. Cleanup: Contract vendor shall clean up and remove all debris resulting from their work as required or directed by member. Upon completion of the work, the premises shall be left in good repair and unobstructed condition.

13.2. Contract vendor employee fingerprinting: Contract vendor and its employees or subcontractors working under an awarded contract who are required to provide services on a regular basis at an individual school, shall obtain and present a valid Department of Public Safety fingerprint clearance card in accordance with ARS §15-512(H). The fingerprint card shall be issued pursuant to ARS, Title 41, Chapter 12, Article 3.1. Charges for such fingerprint checks will be the responsibility of the contract vendor, subcontractor or individual employee as determined by the member.

An exception to this requirement may be authorized in member's Governing Board policy, for persons who, *"as part of the normal job duties of the persons, are not likely to have independent access to or unsupervised contact with pupils."*

Contract vendor and its employees or subcontractors shall not provide services on school district property until so authorized by the school district. Additionally, contract vendor shall comply with applicable governing board fingerprinting policy(ies) at the school district where services are provided.

13.3. Onsite contract vendor responsibilities: The contract vendor is responsible for ensuring that all onsite work performed under this contract meets or exceeds the OSHA standards, and is responsible for ensuring safe work performance of employees and subcontract vendors.

Contract vendor and its employees or subcontractors shall report accidents and incidents immediately to the member's responsible staff or its administration. The contract vendor is responsible for providing and obtaining appropriate medical and emergency assistance and notifying fire and law enforcement agencies, when necessary. Except for rescue and emergency measures, the scene of the accident or incident shall not be disturbed, and the operation shall not resume until authorized by the member's responsible staff or administration. The contract vendor must assist and cooperate fully with the investigation of the accident/incident and ensure availability of all information, personnel and data pertinent to the investigation.

For preemptive purposes, contract vendor and its employees or subcontractors shall immediately report to the member's responsible staff or administration all areas of concern that could potentially lead to accident or injury.

13.4. Preparation: Contract vendor shall not begin a project for which member has not prepared the site. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

13.5. Registered sex offender restrictions: For work to be performed at an Arizona school, contract vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contract vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the member's discretion.

13.6. Safety measures: Contract vendor shall take all reasonable precautions for safety on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contract vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to current state law and standard practices to protect workers, general public, and existing structures from injury or damage.

13.7. Smoking: Persons working under the contract shall adhere to current local smoking policies.

13.8. Stored materials: Upon prior written agreement between the contract vendor and member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the contract vendor against loss and damage. Contract vendor agrees to provide proof of coverage and/or addition of member as an additional insured upon member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of member and be separated from other materials. Member shall be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the member, it shall be the contract vendor's responsibility to protect all materials and equipment. The contract vendor warrants and guarantees that title for all work, materials and equipment shall pass to the member upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.

14. SUBCONTRACTORS

14.1. Awarding subcontracts: Offeror agrees that any subcontract competitively solicited by contract vendor shall not be awarded solely upon membership or non-membership in a union or professional association.

14.2. Entering subcontracts: Subcontracts shall incorporate by reference the terms and conditions of the Mohave contract.

14.3. Prime contractor: Contract vendor shall be considered a prime contractor and not a subcontractor. Neither Mohave nor the member shall establish a contractual relationship with subcontractors.

14.4. Subcontracts: No subcontracts shall be entered into with any unlicensed party. Contract vendor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use complies with the current rules of the Arizona Registrar of Contractors and Arizona procurement rules and code. No subcontracting costs may be hidden in a cost proposal to member.

14.5. Subcontractor payment: Contract vendor agrees to pay subcontractors within seven days after receipt of payment from member, as required in Arizona procurement rules and code. If contract vendor receives any interest monies for delay of payment from member, contract vendor will pay subcontractor the correct proportion of interest received. Complaints by subcontractor may be resolved as described in Arizona procurement rules and code. Failure to pay subcontractor for work faithfully performed and properly invoiced may result in the suspension or cancellation of this contract.

14.6. Use of subcontractors: Labor used to perform work under the contract shall permit the work to be carried on harmoniously and without delay, and that will not cause any disturbance, interference or delay to the progress of the project (e.g. engaging in strike, work stoppage, picketing, ceasing work due to a labor dispute). Subcontractor shall not employ anyone whose employment may be objected to by prime contractor, member or Mohave.

15. TERM OF CONTRACT AND EXTENSION

15.1. Contract period: It is Mohave's intent to award a multi-term contract for the specified materials, equipment and/or services. The initial contract term shall be for one (1) calendar year from the effective date of contract award. By mutual written agreement between Mohave and contract vendor, the contract may be extended for up to four (4) potential additional 12-month periods, beginning immediately after expiration of the prior term. However, no contract extension exists unless and until contract vendor is so notified by Mohave.

15.2. Contract extension: Conditions for contract extension may include, but are not limited to: contract usage, satisfactory performance of services during the preceding contract term, ability to continue to provide satisfactory services, continued adherence to the contract requirements, and continued competitive prices for the materials and services provided under the contract.

15.3. Month-to-month extensions: Mohave reserves the right to offer month-to-month extensions if that is determined to be in the best interests of members.

16. TRADE-IN EQUIPMENT

Member and contract vendor shall determine values placed on trade-in products. The value of trade-in shall not affect the amount of administration fee paid to Mohave. Trade-in equipment shall be dismantled and removed at contract vendor's expense. The condition of trade-in equipment at the time it is turned over to contract vendor shall be the same as when the original agreement was made, except for normal wear and tear from use between the time of the offer and trade-in.

17. WARRANTY/QUALITY GUARANTEE

17.1. Extended warranties contracts: The contract vendor or a manufacturer may offer extended warranties available at extra cost for members that agree to a maintenance contract. The extended warranty contract shall be offered as a separate line item.

17.2. Fitness: Contract vendor warrants that any equipment or material supplied to Mohave or its members shall fully conform to all requirements of the contract, all representations of contract vendor, and shall be fit for all purposes and uses required by the contract.

17.3. Inspection: The warranties set forth in this section shall not be affected by inspection or testing of, or payment for the equipment or materials to contract vendor by member.

17.4. Quality: Unless otherwise specified, contract vendor warrants that for one (1) year after acceptance of the equipment or materials by member, they shall be:

- Of a quality to pass without objection in the industry or trade normally associated with them;
- Fit for the intended purpose(s) for which they are used;
- Of even kind, quantity and quality within each unit and among all units, within the variations permitted by the contract;
- Adequately contained, packaged and marked as the contract may require; and
- Conform to the written promises or affirmations of fact made by contract vendor.

17.5. Warranty requirements: Contract vendor warrants that all equipment, materials, and services delivered under this contract shall conform to the specifications. Unless stated otherwise, all equipment shall carry a minimum 90-day manufacturer's warranty that includes parts and labor. Contract vendor agrees to help member reach resolution in a dispute with the manufacturer over warranty terms. Any extended manufacturer's warranty shall be passed on to member without exception. Mohave reserves the right to cancel the contract if contract vendor charges member for a replacement part that the contract vendor received at no cost under a warranty.

17.6. Warranty work: The contract vendor shall perform all warranty work and remain available to the member should continued service be required after warranty obligations are met.

Special Terms and Conditions Acceptance Form

Place after Tab 1d

Signature on Page 61 *certifies complete acceptance of the Special Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).*

Check one of the following responses to the Special Terms and Conditions:

☐ **We take no exceptions/deviations to the Special Terms and Conditions.**

(*Note: If nothing is listed below, it is understood that no exceptions/deviations are taken.)*

☐ **We take the following exceptions/deviations to the Special Terms and Conditions. All exceptions/deviations shall be clearly explained. Reference the corresponding Special Terms and Conditions that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the Special Terms and Conditions. Provide details on your exceptions/deviations below.**

(*Note: All requested exceptions/deviations must be clearly explained. Reference the specific language that you are taking exceptions/deviations to, detail any proposed substitute language, and clearly demonstrate how Mohave and its membership will be better served by the substituted language. Unacceptable exceptions/deviations shall remove your proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions/deviations and Mohave's decision shall be final.)*

General Terms and Conditions

Place after Tab 1c

1. CANCELLATION

1.1. Cancellation for bankruptcy or acquisition: Mohave reserves the right to cancel, or suspend the use of, any contract if contract vendor files for bankruptcy protection, or is acquired by an independent third party.

1.2. Cancellation for conflict of interest: Mohave may cancel this contract pursuant to ARS §38-511 for conflict of interest. Conflict of interest occurs if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of Mohave, is or becomes at any time while the contract or an extension of the contract is in effect, an employee of, or a consultant to, any other party to the contract, with respect to the subject matter of the contract. Members shall incur no penalty or further obligation if the contract is cancelled for conflict of interest. A written notice of cancellation shall be sent to the contract vendor and the effective date of cancellation shall be the date specified within the written notice of cancellation.

1.3. Cancellation for convenience: Mohave reserves the right to immediately cancel the contract without penalty or recourse, in whole or in part, when Mohave determines that action to be in the best interests of its members. Contract vendor shall be entitled to receive just and equitable compensation in accordance with applicable contract pricing for authorized work in progress, authorized work completed and materials accepted before the effective date of the cancellation.

1.4. Cancellation for non-performance or contract vendor deficiency: Mohave may terminate any contract if members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. Mohave reserves the right to cancel the whole or any part of this contract due to failure by contract vendor to carry out any obligation, term or condition of the contract. Mohave may issue a written deficiency notice to contract vendor for acting or failing to act in any of the following:

- Failing to comply with the accepted terms and conditions of the contract;
- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving Mohave reason to believe that contract vendor will not or cannot perform the requirements of the contract;
- Performing work or providing products/services under the contract prior to receiving a Mohave reviewed member purchase order for such work.

Upon receipt of a written deficiency notice, contract vendor shall have ten (10) days to provide a satisfactory response to Mohave to adequately address all issues of concern. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this clause, all goods, materials and work paid for by the member, along with documents, data and reports prepared by contract vendor under the contract shall become the property of the member.

1.5. Cancellation for replacement: Mohave reserves the right to cancel a contract awarded under this solicitation, if a new solicitation has been issued and a contract has been awarded to the same contract vendor for similar goods and services. Mohave may, at its option, either replace a contract resulting from this solicitation or delay a new award until the existing contract expires. The decision to delay or replace the contract rests solely with Mohave.

1.6. Contract vendor cancellation: Contract vendor may cancel this contract at any time upon thirty (30) days prior written notice to Mohave or at time of annual contract renewal. Termination shall have no effect on projects in progress at the time the notice of cancellation is received by Mohave.

1.7. Continuation of performance: Contract vendor shall continue to perform in accordance with the requirements of the contract, up to the date of cancellation and as directed in the cancellation notice.

1.8. Gratuities: Mohave shall cancel this contract if it is found that gratuities in the form of entertainment, gifts or otherwise, were offered or given by contract vendor or any agent or representative of contract vendor, to any employee of Mohave or member with a view toward securing a contract or with respect to the performance of this contract. Paying the expenses of normal business meals shall be in accordance with each member's policy regarding gratuities. Samples as requested in the solicitation provided to Mohave for demonstration or evaluation are not considered gratuities.

2. CERTIFICATION

By signing the Offer and Acceptance Form (page 61 of the RFP), offeror certifies the following:

- Offeror has examined and understands the terms, conditions, scope of work, specifications and other documents in this solicitation.
- The submission of the offer did not involve collusion or other anticompetitive practices. Neither signatory nor any person on his behalf has connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of a contract under this solicitation.
- Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
- Neither offeror, nor any officer, director, partner, member or associate of offeror, nor any of its employees directly involved in obtaining contracts with the State of Arizona, Mohave Educational Services Cooperative, Inc., or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
- Offeror agrees to comply fully with any and all provisions of ARS, Title 32, Chapter 10 (Registrar of Contractors) that may regulate offeror's business.
- Offeror shall not discriminate against any employee, or applicant for employment, in violation of federal and state laws (see Federal Executive Order 11246; and ARS, Title 41, Chapter 9, Article 4).
- Offeror is not currently suspended, debarred or otherwise precluded from participating in any public procurement activity with any federal, state or local government entity.
- If awarded a contract, offeror agrees to promote, offer and sell under Mohave contract only those materials and/or services awarded to contract vendor by Mohave.
- If awarded a contract, offeror shall provide the equipment, commodities, and/or services to members of Mohave in accordance with the terms, conditions, scope of work, specifications, and other documents of this Request for Proposal.
- If awarded a contract, offeror agrees that all staff and other individuals eligible to receive services shall have equal access to the services regardless of race, religion, color, sex, disability, age or national origin (including language minority individuals).
- Offeror and all proposed subcontractors comply and shall remain in compliance with the Federal Immigration and Nationality Act (FINA), all other federal immigration laws and regulations, ARS §41-4401, and ARS §23-214, which requires compliance with federal immigration laws by Arizona employers, Arizona contractors and Arizona subcontractors in accordance with the E-Verify employee eligibility verification program.

3. CONFIRMATION/DISCUSSIONS

3.1. Confirmation: If an apparent mistake in a proposal, relevant to the award determination is discovered after opening and before award, Mohave shall contact the offeror for written confirmation of the proposal. If offeror fails to act, the offeror shall be considered non-responsive.

Mohave may contact an offeror to confirm our understanding of the proposal. Such contact shall be prior to award. Mohave shall obtain written confirmation from the offeror and shall retain the confirmation in the procurement file. Correction of mistakes in a proposal shall only be allowed as described in Arizona procurement rules and code.

3.2. Discussions: For the purposes of conducting discussions, Mohave shall determine that proposals are either acceptable for further consideration or unacceptable. Discussions may be conducted with responsible offerors who submit proposals determined to be acceptable for further consideration. Discussions may be conducted to assure full understanding of the proposal in order to obtain the most advantageous contract for Mohave based on the requirements and evaluation factors in this Request for Proposal. Discussions may be conducted orally or in writing. If oral discussions are conducted, the offeror shall confirm the discussions in writing.

Mohave will not help offeror bring its proposal up to the level of other proposals through discussions. Mohave will not indicate to offeror a cost or price that it must meet to obtain further consideration nor will it provide any information about other offerors' proposals or prices.

4. CONFIDENTIAL INFORMATION

4.1. Confidential information request: If offeror believes that its proposal contains confidential trade secrets or other proprietary data not to be disclosed, a statement advising Mohave of this fact shall accompany the proposal, and the information shall be so identified wherever it appears. Mohave shall review the statement and shall provide their determination in writing whether the information shall be withheld. If Mohave determines to disclose the information, Mohave shall inform offeror in writing of such determination. Requests to deem the entire offer as confidential will not be considered.

4.2. Pricing: Mohave will not consider pricing to be confidential or proprietary.

4.3. Public record: All proposals submitted in response to this solicitation shall become the property of Mohave. They will become a matter of public record available for review, subsequent to award notification, except of information deemed confidential by Mohave.

5. COOPERATIVE PURCHASING

5.1. Cooperative purchasing: This contract is based on the need for Mohave to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to members. Any contract that prohibits sales from being made to specific types of members (for example, state agencies or local government units) may not be considered. Sales without restriction to any members are preferred.

5.2. Cooperative purchasing agreements: Cooperative Purchasing Agreements between Mohave and its members have been established under Arizona procurement rules and code for use of contracts.

5.3. Most favored customer relationship: Nothing in this solicitation is intended to establish a most favored customer relationship between Mohave and contract vendor. Offeror agrees all prices, terms, warranties, and benefits granted by offeror to members through this contract are comparable to or better than the equivalent terms offered by offeror to any present customer meeting the same qualifications or requirements. Contract vendor may respond to any solicitation without regard to this contract. If contract vendor offers lower prices to any of its other customers, it may lower its prices to Mohave at the same time by written notice.

6. ESTIMATED QUANTITIES

Mohave anticipates considerable activity resulting from this solicitation. An estimate of purchases is provided in the Scope of Work (page 4) of the requested materials or services. However, no commitment of any kind is made concerning quantities to be acquired. Mohave does not guarantee usage. Usage depends on the actual needs of members and marketing by contract vendor.

7. EVALUATION and AWARD

7.1. Basis of award: Award(s) will be made to the responsive and responsible offeror(s) whose proposal(s) is (are) determined in writing to be most advantageous to Mohave for its members. Mohave reserves the right to use model projects/market baskets to determine the most advantageous proposal(s). It is Mohave's intent to award a complete line of products, when possible and advantageous.

7.2. Best and final offers (Revisions to Proposals): Mohave may allow revisions to proposals through best and final offers, as authorized in Arizona procurement rules and code. Issuance of a request for best and final offer is not guaranteed. Proposals should be complete and meet all specifications and requirements of this solicitation.

7.3. Competitive range: Mohave reserves the right to establish a competitive range of acceptable proposals as part of the evaluation process. Proposals not in the competitive range are unacceptable and will not receive further award consideration.

7.4. Deviations/exceptions to requirements: All requested exceptions/deviations must be clearly explained. Unacceptable exceptions/deviations shall remove your proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions/deviations and Mohave's decision shall be final.

7.5. Formation of contract: A response to this solicitation is an offer to contract with Mohave based upon the terms, conditions, scope of work, specifications and amendments contained in this request. A proposal does not become a contract unless and until Mohave accepts it. A contract is formed when a Mohave administrator signs the award document.

7.6. Multiple award: To assure that our contracts meet the requirements of all members, Mohave may award multiple contracts. Offeror should consider this fact in preparing their response. The decision to award multiple contracts, award a single contract, or make no award rests solely with Mohave.

A multiple award shall be made only if the procurement officer determines in writing that a multiple award is necessary and is advantageous to Mohave members. A multiple award shall be limited to the least number of contracts necessary to meet the requirements of the using agencies. Mohave shall make the sole determination of the least number of contracts required to meet the need. Mohave's basis for determining whether to award multiple contracts shall be based upon considerations for the large number of members, diverse types of members, location of members throughout Arizona and members' past usage of similar contracts.

Criteria for selecting vendors for multiple contracts shall be based upon considerations for members' experience with existing products and systems, brand continuity for parts replacement and future expansion, contract vendor's ability to provide for our large, diverse membership, Mohave's past experience with contracts for similar product/services, and/or other relevant criteria. Multiple contracts may also be awarded based on the designated geographic region(s) served; by individual line items or groups of line items incrementally.

7.7. Non-exclusive contract: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of Mohave's members. Mohave and its members reserve the right to obtain like goods and services from other sources.

7.8. Past performance information: Past Performance Information (PPI) is relevant information regarding a contract vendor's actions under previously awarded contracts to public agencies. It includes contract vendor's record of performance under such contracts including, but not limited to: conformance to the terms, conditions, specifications and scope of work of the contracts, responsiveness to, and correction of, contract claims and controversies, and satisfaction of the contracting entities. PPI shall be a factor in evaluation and award.

7.9. Reasonably susceptible of being awarded: A proposal is acceptable if it is determined to be reasonably susceptible of being awarded a contract in accordance with the evaluation criteria and a comparison and ranking of original proposals. Proposals to be considered reasonably susceptible of being awarded a contract shall, at a minimum, demonstrate the following:

- Affirmative compliance with mandatory requirements designated in this solicitation.
- An ability to deliver goods or services on terms advantageous to members sufficient to be entitled to continue in the competition.
- That the proposal is technically acceptable as submitted.

7.10. Responsible offeror: A responsible offeror is a firm or person who at the time of award has the capability to perform the contract requirements and the integrity and reliability, which will assure good faith performance. Mohave must determine an offeror to be responsible before awarding a contract to offeror.

7.11. Responsive proposals: A responsive proposal conforms in all respects to the material requirements of the solicitation. Proposals must be responsive to receive award consideration. Mohave reserves the right to waive minor informalities.

7.12. Weighted evaluation: Mohave reserves the right to use a point system to evaluate proposals and to assign points to the evaluation criteria as it determines most appropriate. Any offeror scoring 0 (zero) in any required area may be considered nonresponsive.

8. FEDERAL and STATE REQUIREMENTS

8.1. Affordable Care Act requirements: Contract vendor understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). Contract vendor shall bear sole responsibility for providing health care benefits for its employees who provide services to the member as required by state or federal law.

8.2. Compliance with federal and state requirements: Contract vendor agrees, when working on any federally assisted projects with more than $2,000 in labor costs, to comply with the Contract Work Hours and Safety Standards Act, the Davis-Bacon Act, the Copeland "Anti-Kickback" Act, the Housing and Urban Development Act of 1968, and the Equal Opportunity Employment requirements as amended by Executive Order. In such projects, contract vendor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files.

In addition, to comply with the Copeland Act, contract vendor must submit weekly payroll records to the member. Contract vendor must keep records for three years and allow the federal grantor agency access to these records, upon demand. Contract vendor also agrees to comply with State of Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on any projects funded with federal grant monies, contract vendor agrees to comply with the administrative requirements for grants and cooperative agreements to state, local and federally recognized Indian tribal government contract provisions.

The forms listed below are incorporated by reference into this solicitation and any resultant contract.

- HUD-5369, Instructions to Bidders for Contracts, Public and Indian Housing Programs
- HUD-5369-A, Representations, Certifications, and Other Statements of Bidders, Public and Indian Housing Programs
- HUD-5369-B, Instructions to Offerors Non-Construction
- HUD-5369-C, Certifications and Representations of Offerors Non-Construction Contract
- HUD-5370-C1, General Conditions for Non-Construction Contracts Section 1 (With or Without Maintenance Work)
- HUD-5370-C2, General Conditions for Non-Construction Contracts Section 1 (With Maintenance Work)

For federally funded projects only, the requirements of an applicable form shall supersede conflicting requirements in this solicitation. The forms may be accessed via HUDClips (www.hud.gov).

8.3. Compliance with workforce requirements: Pursuant to ARS §41-4401, contract vendor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS §23-214 subsection A, which states, "*...every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.*" [To register for E-Verify, go to: https://e-verify.uscis.gov/enroll/startpage.aspx.]

Mohave reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Mohave and its members reserve the right to inspect the papers of any contract vendor or subcontract employee who works under this contract to ensure compliance with the warranty above.

8.4. Contract vendor employee work eligibility: By entering into the contract, contract vendor warrants compliance with ARS §41-4401, ARS §23-214, the Federal Immigration and Nationality Act (FINA), and all other current federal immigration laws and regulations. Mohave and/or Mohave members may request verification of compliance from any contract vendor or subcontractor performing work under this contract. Mohave and its members reserve the right to confirm compliance. Should Mohave or its members suspect or find that the contract vendor or any of its subcontractors are not in compliance, Mohave may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the contract for default, and suspension and/or debarment of the contract vendor. All costs necessary for compliance are the responsibility of the contract vendor.

8.5. Davis-Bacon wage decisions: For federally funded projects subject to the Davis-Bacon Act, the member shall specify the applicable Davis-Bacon wage decision, prior to the contract vendor providing a firm price quotation for the proposed project. The wage decision shall be identified by the WD Number, modification number, and date of the wage decision. Davis-Bacon wage decisions may be accessed via www.wdol.gov or by requesting a copy from the member.

8.6. Non-compliance: All federally assisted contracts to members that exceed $10,000 may be terminated by the federal grantee for noncompliance by contract vendor. In projects that are not federally funded, offeror must agree to meet any federal, state or local requirements, as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

8.7. Offshore performance of work prohibited: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the state shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

8.8. Terrorism country divestments: In accordance with ARS §35-392, Mohave and its members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contract vendor warrants compliance with the Export Administration Act.

9. FORCE MAJEURE

Except for payments of sums due, neither party shall be liable to the other, nor be deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence, including, but not limited to the following: acts of God (e.g. fire, flood, snow, earthquakes, tornadoes, violent winds, hail storms); acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring it notifies the other party of the existence of the force majeure, and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the contract. Force majeure shall not include late deliveries of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences. If either party is delayed at any time by force majeure, the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.

10. INDEMNIFICATION

10.1. General indemnification: To the extent permitted by law, Mohave and its members shall be indemnified and held harmless by contract vendor for its vicarious liability as a result of entering into this contract. Each party to the contract is responsible for its own negligence. Contract vendor agrees to save and hold harmless Mohave and/or its members from any and all liability for loss or damage to persons or property arising out of the work required by the contract. Contract vendor further agrees to waive any right of recovery against Mohave and/or its members for damage to the property of contract vendor, whether caused by negligence on the part of Mohave and/or its members or otherwise. This provision includes specifically the waiver of right of recovery against Mohave and/or its members for fire damage to property under contract and not yet formally accepted by member even though said property at the time of loss may be occupied, in whole or in part, by member.

10.2. Modification by member: Contract vendor shall have no obligation with respect to any patent and copyright infringement claim based upon member's modification of the equipment and/or software, or its operation or use with apparatus, data or programs not furnished by contract vendor. However, one member's action will not preclude contract vendor's obligation to others not having modified their equipment or software.

10.3. Patent and copyright indemnification: To the extent permitted by law, contract vendor shall indemnify and hold harmless Mohave and its members against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of contract performance or use by Mohave and its members of materials furnished or work performed under this contract. Mohave and its members shall reasonably notify contract vendor of any claim for which it may be liable under this paragraph.

11. LICENSES

Contract vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by contract vendor. Contract vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Mohave reserves the right to stop work and/or cancel the contract of any contract vendor whose license(s) expire, lapse, are suspended or terminated.

12. OFFER ACCEPTANCE PERIOD/WITHDRAWAL

12.1. Late offers: Except as authorized by Arizona procurement rules and code, late offers shall not be considered. Offeror shall be responsible for all shipping costs when requesting the return of a late proposal.

12.2. Withdrawal of proposal: An offeror may withdraw a proposal in writing at any time before proposal opening if the withdrawal is received before the proposal due date and time at the location designated in the Request for Proposal for receipt of proposals. After the opening time and date, proposals may not be withdrawn, except as allowed by Arizona procurement rules and code.

13. ORDERING CYCLE

13.1. Acceptance of orders: This contract is for the sole use of Mohave and its members. All quotations provided to members must be based on prices in the contract and include the correct Mohave contract number. Contract vendor may only refuse a Mohave reviewed order under this contract after providing written documentation acceptable to Mohave describing the circumstances that warrant refusal. Improper documentation and/or frequent refusals may result in contract cancellation. Mohave may require the contract vendor to reject any purchase orders received from members based on this contract that may not comply with Mohave's rules, processes or standards.

13.2. Audit of contract activity: Mohave will audit some of the invoices made under this contract. The contract vendor agrees to provide all documentation necessary for Mohave to audit purchases made under contract, including invoices and credits issued to members, in a timely fashion.

13.3. Contract vendor contacts: Contract vendor agrees to assign only one contact person for each of the following: accounting, audit, contract administration, escalation, main member contact, open order/status report, and reconciliation. These contacts may be the same person, with the exception of the escalation contact. The name(s) of the contact persons will be provided to Mohave.

13.4. Open order and status reports: Mohave will send contract vendor open order and status reports on a periodic basis. Contract vendor agrees to reply to information requests in a timely fashion.

13.5. Orders in process: Member purchase orders dated on or before the contract cancellation and/or expiration date, will be processed and are considered valid until order fulfillment, or cancellation by the member. Any such order must be in the possession of Mohave within a reasonable amount of time. Acceptance of such orders shall be at the sole discretion of Mohave.

13.6. Purchase verification: It is the member's independent responsibility to verify that quotations and purchase orders comply with the terms of the award of a contract or procurement.

13.7. Quotations: Quotations with no end date are considered invalid after sixty (60) days from the issue date.

14. OVERVIEW

14.1. Advertising: Offeror shall not advertise or publish information concerning this solicitation prior to an award being announced by Mohave. After award, contract vendor(s) may advertise the availability of products and services to members. Any promotional marketing materials using the Mohave logo must be approved by a Mohave Contract Specialist in advance.

14.2. Modification of contract: An awarded contract may be amended for a variety of reasons. Contract modifications will be issued as deemed necessary by Mohave to address contractual issues that may arise.

14.3. Applicable law: Contract shall be governed by the laws of the State of Arizona, and suits pertaining to the contract may be brought only in courts in the State of Arizona.

14.4. Application of law: The Arizona Procurement Code, the Arizona State Board of Education School District Procurement Rules, and the Uniform Commercial Code (UCC) as adopted by the State of Arizona, are part of this document as if fully set forth herein. Any provision or clause required by law, rule or regulation to be included in the contract will be read and enforced as if in the contract, whether or not physically included. If any such provision is not included, or is not correctly included, contract will be amended in writing to make such inclusion or correction upon application from either party to contract.

14.5. Arbitration: After exhausting applicable administrative review, the parties to this contract may agree to resolve disputes arising out of or relating to this contract through arbitration, to the extent allowed by law.

14.6. Assignment: Contract vendor shall assign no right or interest in this contract without prior written permission from Mohave. No delegation of any duty of contract vendor shall be made without prior written permission from Mohave. Mohave shall not unreasonably withhold approval and shall notify contract vendor of its decision within fifteen (15) days of receipt of written notice from contract vendor.

14.7. Audit rights: In accordance with applicable Arizona law, contract vendor's and subcontractor's books and records related to this contract may be audited at a reasonable time and place, for five years after completion of the contract.

14.8. Availability of funds: Member fund availability is unknown to Mohave at the time this solicitation was issued. Use of any contract awarded by Mohave will be conditioned upon the availability of member funds.

14.9. Brand names: The names of major businesses and their products that appear without the trademark or service mark remain the property of their respective owners.

14.10. Captions, headings and illustrations: The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of perusal only, and in no way define, limit or describe the scope or intent of the request.

14.11. Contract claims or controversies: The requirements of the Arizona procurement rules and code shall govern any contract awarded as a result of this solicitation, as well as any contract claims or controversies associated with it.

Formal contract claims and controversies between a member and contract vendor shall be resolved in accordance with R7-2-1155 through R7-2-1159, or ARS, Title 41, Chapter 23, Article 9, as applicable. The member's authorized representative shall serve as the district representative for resolution of such claims and controversies. ARS, Title 41, Chapter 23, Article 9 and the rules promulgated under it, or R7-2-1155 through R7-2-1159, as applicable, provide the exclusive procedure for asserting a cause against the member under the contract.

14.12. Contract placed on hold: Mohave shall have the ability to place a contract on hold, if it is deemed necessary to address ongoing problems with an awarded contract. Details of the decision to place the contract on hold shall be provided in a written deficiency notice. A reasonable amount of time shall be provided to contract vendor to address issues in the written deficiency notice.

14.13. Definition of time: Periods of time, stated as a number of days, shall be in calendar days, not business days.

14.14. Eligible agencies: Any contract awarded from this solicitation shall be available to all Mohave members. Mohave members must have a current signed cooperative purchase agreement. Member is defined as a local or public procurement unit, or a governmental public entity that is a political subdivision for purposes of federal income tax, or a nonprofit educational or public health institution that is a political subdivision for purposes of federal income tax or meets the requirements of Section 115 of the Internal Revenue Code. Mohave has approximately 450 members including public school districts, community colleges, city and county governments and political subdivisions throughout Arizona. A list of members may be found on Mohave's website, www.mesc.org. Actual use of any contract will be at the sole discretion of Mohave's members.

14.15. Novation: If contract vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Mohave reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contract vendor.

14.16. Order of precedence: In the event of a conflict in the provisions of the contract as accepted by Mohave, the following order of precedence shall prevail:

1. Special terms and conditions
2. General terms and conditions
3. Scope of work and specifications
4. Attachments and exhibits
5. Documents referenced or included in the solicitation

14.17. Pricing extension errors: In case of error in extension of prices in the offer, unit prices shall govern.

14.18. Proposal opening: Proposals shall be opened immediately following the proposal due date and time. The name of each offeror shall be publicly read and recorded in the presence of witnesses. All information in the proposals shall remain confidential until after award of contracts, with the exception of review by Mohave staff and selected evaluators.

14.19. Relationship of the parties: Contract vendors receiving contracts under this solicitation are independent contractors. Any party to the contract shall not be deemed to be the employee of another party to the contract.

14.20. Removal from prospective bidders list: Any offeror submitting a perfunctory proposal with no serious intent of being accepted may be removed from Mohave's prospective bidders list. Any vendor not responding to two (2) consecutive Requests for Proposal for similar procurements may be removed from the prospective bidders list for those items or services. A "no bid" response or request to remain on the list is sufficient to keep a vendor on the prospective bidders list.

14.21. Severability: The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract, which may remain in effect without the invalid provision, or application.

14.22. Successful performance: The sections of the solicitation defining the scope of services, requirements, qualifications, etc., are not to be construed as a complete listing that exempts successful offeror from reasonable services required to ensure successful performance under the contract.

14.23. Title: Purchase orders placed under this contract are on behalf of Mohave's members. As such, title to goods passes directly from contract vendor to member.

15. PAYMENT

15.1. Contacting member about payment: Contract vendor may contact member for payment for a product or service delivered to the member under the contract. Such contact shall be professional and courteous.

15.2. Contract vendor invoice: All invoices shall list the applicable member purchase order number and Mohave contract number. Contract vendor will invoice members directly. All transactions are payable in U.S. currency only. Contract vendor shall invoice member after delivery of goods and/or services. Goods and services shall be invoiced at applicable contract prices, which include Mohave's 1% administration fee. Invoice must include member purchase order number and Mohave contract number.

Mohave's administration fee is included in the invoice amount paid by the member. Contract vendor shall remit administration fee to Mohave monthly. Administration fee shall be calculated at .0099 of the subtotal amount. The Mohave administration fee shall not be calculated on ancillary charges (e.g. performance bonds, shipping, transaction privilege tax, transportation charges, mileage, lodging, meals and incidental expenses (M&IE), permits, etc.).

15.3. Contract vendor payment: Member shall issue payment to contract vendor after receipt of invoice.

15.4. Correct invoicing: Contract products/services may not be invoiced greater than the purchase order. If incorrect invoices are discovered, contract vendor must correct invoices resulting in excess charges, no matter the cause of the error. Any excess payment must be returned to member within the time allowed by law, in the form of a check or credit memo, as determined by the member.

If a member is invoiced at less than contract prices, contract vendor will invoice the member for the difference unless Mohave approves the undercharge.

If contract pricing in effect on the contract has gone down between the time of the order and the invoice date, contract vendor may invoice at the current contract price.

15.5. Credit hold: Contract vendor agrees to advise Mohave's Procurement Manager of a member(s) being placed on credit hold, within five (5) days of the action.

15.6. Payment time: Payment terms are net thirty (30) days from receipt of contract vendor's invoice.

15.7. Prepayment: In accordance with the current Uniform System of Financial Records and ARS §15-905(N), prepayments may be requested on items that normally require prepayment in order to be procured or to receive a discounted price. Items not meeting these prepayment specifications may be paid only after receipt of goods and services.

15.8. Quick pay discounts: Quick pay discounts may be offered to members, provided they have received the materials or services, and that such discounts are available equally to all members. Mohave must approve such discounts in writing and before they are offered to members.

15.9. Reporting and payment of administration fees to Mohave: The contract vendor agrees to provide a Reconciliation Report detailing activity under the contract, and payment for Mohave administration fees for invoices paid or Pcard transactions made in the previous month.

Purchases made with purchase orders: Items in the report must include member names, PO numbers, amounts, administration fees, invoice numbers, invoice dates and credit/return information for all invoices paid in the prior month.

Purchases made with Pcards: The report must be identified as Pcard (or as a credit card) when submitted. Items in the report must include member names, notation that the purchase was made with a Pcard, date of transaction, job number designation, amounts, administration fees, invoice numbers (if applicable), invoice dates (if applicable) and credit/return information for all invoices paid in the prior month. An electronic copy (e.g. PDF) of the detailed Pcard sales receipt, invoice, or quotation shall be provided for review.

Payment and report are due as per a schedule agreed upon by Mohave and contract vendor. The initial due date shall be the **10th, 15th, 20th, 25th or 30th** of the following month and will be specified in an award notification letter. If no invoices were paid under the contract in the previous month, the contract vendor will provide notice of no activity. A sample reconciliation report will be made available upon award of contract.

Make Mohave administration fees payable to Mohave Educational Services Coop., Inc. Payments shall be mailed to: 625 E. Beale St.
Kingman, AZ 86401

16. PREPARATION OF PROPOSAL and PROPOSAL FORMAT

16.1. Modification of proposal: An offeror may modify a proposal in writing at any time before proposal opening if the modification is received before the proposal due date and time at the location designated in the Request for Proposals for receipt of proposals.

16.2. Compliance with instructions: Offeror's ability to follow proposal preparation instructions in this solicitation will be considered an indicator of offeror's ability to follow instructions should it receive an award as a result of this solicitation. The quality of organization and writing reflected in the proposal will be considered to be an indication of the quality of organization and writing which would be prevalent if a contract is awarded. As a result, the proposal will be evaluated as a sample of data submission. Subjective judgment on the part of Mohave's evaluators is implicit in this process.

16.3. Cost of proposal preparation: Mohave will not reimburse the cost of developing, presenting, or providing any response to this solicitation.

16.4. Offeror responsibility: Offeror shall examine the entire solicitation, seek clarification of any item or requirement that may not be clear, and check all responses for accuracy before submitting proposal. Failure to examine any requirements shall be at offeror's risk. Negligence in preparing an offer confers no right of withdrawal after due date and time.

16.5. Proposal forms: The forms and format contained in the solicitation shall be used. Offerors may reproduce the forms and retype the information, but all of the required information must be presented in the tab order requested. Electronic or faxed proposals shall not be considered.

17. PRODUCT LINES

17.1. Current products: Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.

17.2. Discontinued products: If a product or model is discontinued by the manufacturer, contract vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

17.3. New products/services: New products/services must be submitted and approved by Mohave, prior to being offered to member. Mohave may reject any additions without cause. New products and/or services that meet the scope of work may be added to the contract. Contract vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Mohave may require additions to be submitted with documentation from members demonstrating an interest in, or a potential requirement for, the new product or service.

17.4. Options: Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

17.5. Product line: Offerors with a published catalog may submit the entire catalog. Mohave reserves the right to select products within the catalog for award without having to award all contents. Mohave may reject any addition of equipment options without cause.

18. PROTESTS

Protests shall be filed with Anita McLemore, the Director of Mohave Operations (the District Representative), and shall be resolved in accordance with Arizona Procurement rules and code, ARS, Title 41, Chapter 23, Article 9 and State Board Rules R7-2-1001 through R7-2-1196. *A protest must be in writing and must be filed with the Director of Mohave Operations at 625 E. Beale Street, Kingman, Arizona, 86401.* Protests based upon alleged improprieties in a solicitation shall be filed before the due date and time for responses to the solicitation. The interested party shall file the protest within ten (10) days after Mohave makes the procurement file available for public inspection. A protest filed on the tenth day must be received by 5:00 p.m., local Arizona time. The interested party may file a written request for an extension. The written request shall be filed before the time limit specified above and shall set forth good cause as to the specific action or inaction of Mohave that resulted in the interested party being unable to file the protest before the time limit specified above.

A protest shall be in writing and shall include the following information:

- The name, address and telephone number of the interested party;
- The signature of the interested party or the interested party's representative;
- Identification of the solicitation by contract number;
- A detailed statement of the legal and factual grounds of protest including copies of any relevant documents;
- The form of relief requested.

Should Mohave prevail in an appeal of a decision issued by the Director of Mohave Operations, appellant waives any objection to the hearing officer awarding Mohave its reasonable attorneys fees and costs along with the costs for the hearing.

19. RIGHT TO ASSURANCE

Whenever one party to the contract has a good faith reason to question the other party's intent to perform, he may demand that the other party give written assurance of its intent to perform. If a demand is made and no written assurance is given within ten (10) days, the demanding party may treat this failure as an anticipatory breach of the contract.

20. SAFETY STANDARDS

Items supplied under the contract shall comply with current applicable Occupational Safety and Health Standards of the Arizona Industrial Commission, National Electric Code, and National Fire Protection Association Standards.

21. SHIPPING

21.1. Shipping terms/transfer of title: Shipments shall be F.O.B. destination. Title and risk of loss of material shall not pass to member until member receives the material at delivery point, unless otherwise provided in the solicitation.

21.2. Shipment under reservation: Contract vendor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.

21.3. Shipping charges: Prices that include shipping to any location in Arizona, delivered to the specific receiving point identified in the purchase order, are preferred. If shipping is charged, it shall be that member is not charged more than the actual invoiced amount for shipping, and is prepaid by the contract vendor (PP&A). It is the member's responsibility to confirm shipping charges under the contract.

21.4. Shipping errors/risk of transportation: Shipping errors will be at contract vendor's expense. If contract vendor ships a product that was not ordered, contract vendor shall pay for return shipment at the convenience of member. All risk of transportation and all related charges shall be contract vendor's responsibility. Contract vendor shall file all claims for visible or concealed damage. Member will notify contract vendor promptly of any damaged goods and shall assist contract vendor in arranging for inspection.

22. SUSPENSION OR DEBARMENT STATUS

Offeror shall include a letter in its proposal notifying Mohave of any debarment, suspension or other lawful action taken by any federal, state or local government within the last five years that precludes offeror or its employees from participating in any public procurement activity. Such letter shall provide name and address of the public procurement unit, effective date, duration, and relevant circumstances of the suspension or debarment. Failure to supply such letter or not disclose all pertinent information shall result in cancellation of any contract. **Letter shall be placed after Tab 1a.**

23. TAXES

23.1. Federal Excise Tax: Most members are exempt from paying Federal Excise Tax.

23.2. Payment of taxes: Member is responsible for payment of all taxes listed on the invoice. Contract vendor is responsible for collecting such taxes and shall forward all taxes to the proper revenue office.

23.3. Pre-tax prices: Prices shall not include applicable state and local taxes. All applicable taxes must be listed as a separate item on all invoices and will be paid by member issuing the purchase order.

23.4. Property taxes: Arizona public agencies may not pay state property taxes. (Arizona Constitution, Article 9, Section 2)

23.5. Reservation or tribal tax: If goods or services are subject to reservation or tribal tax, contract vendor shall include such taxes as a separate item on the original invoice to the member.

23.6. Transaction Privilege Tax (Sales Tax): Members may be liable for Arizona Transaction Privilege Taxes, which may include state, county and city taxes. Contract vendor is responsible for charging taxes correctly.

General Terms and Conditions Acceptance Form

Place after Tab 1c

Signature on Page 61 *certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).*

Check one of the following responses to the General Terms and Conditions:

☐ **We take no exceptions/deviations to the general terms and conditions.**

(*Note: If nothing is listed below, it is understood that no exceptions/deviations are taken.)*

☐ **We take the following exceptions/deviations to the General Terms and Conditions. All exceptions/deviations shall be clearly explained. Reference the corresponding General Terms and Conditions that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the General Terms and Conditions. Provide details on your exceptions/deviations below:**

(*Note: All requested exceptions/deviations must be clearly explained. Reference the specific language that you are taking exceptions/deviations to, detail any proposed substitute language, and clearly demonstrate how Mohave and its membership will be better served by the substituted language. Unacceptable exceptions/deviations shall remove your proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions/deviations and Mohave's decision shall be final.)*

Offer and Acceptance Form

Place after Tab 1a

RFP 15M-0924
Digital Copiers, Multifunctional Devices, 3D Printers, Supplies, Maintenance and Managed Print Services

To Mohave Educational Services Cooperative, Inc.:

The undersigned hereby certifies understanding and compliance with the requirements in all terms, conditions, specifications and amendments. Offeror further agrees to furnish materials and/or services in compliance with all terms, conditions, specifications and amendments in the solicitation and any written exceptions in the offer.

Federal Employer Identification Number _____

Company Name _____

Address _____ City _____ State _____ Zip _____

Telephone Number _____

Printed Name _____ Title _____

Primary Email _____ Alternate email _____

*Note: The primary email address will be used for all communication from Mohave regarding your response to this solicitation. Provide an alternate email address that will be used **only** if the primary email address is not valid.*

Authorized Signature _____

The Offer and Acceptance Form should be submitted with a signature by the person authorized to sign the offer. The person signing offer shall initial erasures, interlineations or other modifications in proposal. Failure to sign the Offer and Acceptance Form, or to make other notations as indicated, may result in rejection of proposal.

The contract vendor shall not commence any billable work or provide any material or service under this contract unless and until contract vendor receives a purchase order with Mohave's review noted.

Acceptance of Offer and Contract Award (Mohave Only)

Your Proposal is Hereby Accepted:

As an awarded contract vendor, you are now bound to sell the materials and/or services offered to and accepted by Mohave in accordance with the solicitation, including all terms, conditions, specifications, and amendments.

This Contract shall be referred to as Contract Number _____

Awarded this _____ day of _____ 2015.

This contract shall be effective this _____ day of _____ 2015.

_____

Julia E. Tribbett, Executive Director
Mohave Educational Services Cooperative, Inc.

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.

EXHIBIT D

METHOD AND AMOUNT OF COMPENSATION

Prices as defined on the attached Exhibit D.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed $150,000 annually or $750,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

See the attached Exhibit D.

EXHIBIT D

MID VOLUME 21 - 29 PPM B&W

Offeror	Toshiba	Konica Minolt	Konica Minolt	Konica Minolt	Konica Minolta	Konica Minolta	AOT	Fruth - Canon	Fruth - Samsung	Laser Options
Make	TOSHIBA	bizhub	bizhub	bizhub	bizhub	bizhub	WC5325PT	CANON	Samsung	WORKCENTRE
Model	ES257	215	227	25e	284e	287	WC5325PT	4225	SL-K4250LX	WC5325
OEM	TOSHIBA	Konica Minolta	Konica Minolta	Konica Minolta	Konica Minolta	Konica Minolta	Xerox	Canon	Samsung	XEROX
CPM/Buad	25	21	22	25	28	28	25	25	25	25
CPMo	100000	3000	7500	50000	10000	10000	100,000	5000-35000	6000	9500
Retail	$ 8,549.00	$ 2,970.00	$ 5,758.00	$ 2,500.00	$ 7,743.14	$ 7,308.00	$ 7,100.00	$ 6,200.00	$ 5,447.99	$ 6,187.00
Discount	78%	75%	80%	46%	81%	82%	55%	62%	59%	64%
MESC Price	$ 1,880.78	$ 729.14	$ 1,144.65	$ 1,358.00	$ 1,447.07	$ 1,286.94	$ 3,195.00	$ 2,365.92	$ 2,233.68	$ 2,227.32
Notes							B&W	B&W Copier	B&W Copier	B&W Copier
Copier	**$ 1,880.78**	**$ 729.14**	**$ 1,144.65**	**$ 1,358.00**	**$ 1,447.07**	**$ 1,286.94**	**$ 3,195.00**	**$ 2,365.92**	**$ 2,233.68**	**$ 2,227.32**
Maintenance (CPM)	$ -						**$ 4,993.20**	$ -	$ -	**$ 2,188.80**
Maintenance - Monthly	**$ 1,596.00**	**$ 1,621.08**	**$ 2,114.70**	**$ 1,723.11**	**$ 2,298.81**	**$ 2,298.81**	$ -	$ 3,648.00	$ 3,648.00	**$ 4,845.00**
Maintenance - Quarterly	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 4,218.00**
Maintenance - Semi-Annually	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,100.00
Maintenance - Annual	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 5,100.00**
Toner/Developer/Staples	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 15.69	$ 20.35	$ 38.25
Life Cycle Cost Total	**$ 3,476.78**	**$ 2,350.22**	**$ 3,259.35**	**$ 3,081.11**	**$ 3,745.88**	**$ 3,585.75**	**$ 8,188.20**	$ 6,029.61	$ 5,902.02	$ 7,110.57
Copier Cost Score	**5.71**	**14.73**	**9.38**	**7.91**	**7.42**	**8.35**	**3.36**	**4.54**	**4.81**	**4.82**
Life Cycle Cost Score	**10.14**	**15.00**	**10.82**	**11.44**	**9.41**	**9.83**	**4.31**	**5.85**	**5.97**	**4.96**

MID VOLUME 21 - 29 PPM Color

Offeror	Toshiba	Toshiba	Konica Minolt	AOT	Fruth - Canon	Fruth - Canon	Laser Options	Laser Options	Sharp	Ricoh
Make	TOSHIBA	TOSHIBA	bizhub	WC7225PT2	CANON	CANON	WORKCENTRE	WORKCENTRE	MX-C250	Ricoh MP C2003
Model	ES2550C	ES2555C	C224e	7225PT2	C250iF	C3325i	WC7220	WC 7225	MX-C250	417253
OEM	TOSHIBA	TOSHIBA	Konica Minolta	Xerox	Canon	Canon	XEROX	XEROX	SHARP	Ricoh
CPM/Buad	25	25	22	25	25	25	20	25	25	20
CPMo	70000	100000	7500	60,000	1000-10000	2000-16000	5,500	6,250	2,500	2030 B&W / 870
Retail	$ 5,339.00	$ 12,956.00	$ 9,980.00	$ 10,249.00	$ 3,600.00	$ 6,615.00	$ 7,176.00	$ 9,676.00	$ 2,875.00	$ 6,890.00
Discount	60%	70%	80%	60%	52%	65%	58%	66%	0%	59%
MESC Price	$ 2,135.60	$ 3,886.80	$ 1,967.69	$ 4,099.60	$ 1,728.00	$ 2,346.34	$ 3,013.92	$ 3,289.84	$ 1,261.00	$ 2,800.35
Notes	Color	Color	Color	B&W/ Color	Color Copier	Color Copier	Color Copier	Color Copier	Color Copier	B&W/Color Cop
Copier	**$ 2,135.60**	**$ 3,886.80**	**$ 1,967.69**	**$ 4,099.60**	**$ 1,728.00**	**$ 2,346.34**	**$ 3,013.92**	**$ 3,289.84**	**$ 1,261.00**	**$ 2,800.35**
Maintenance (CPM)	$ -	$ -		**$ 5,130.00**	$ 35,910.00	$ 33,516.00	$ 783.75	$ 2,508.00	**$ 5,130.00**	**$ 2,052.00**
Maintenance - Monthly	**$ 1,653.00**	**$ 1,710.00**	**$ 1,556.10**	$ -	$ 4,047.00	$ 3,819.00	$ 6,270.00	$ 6,270.00	$ 570.00	$ -
Maintenance - Quarterly	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,446.00	$ 4,446.00	$ -	$ -
Maintenance - Semi-Annually	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,600.00	$ 6,600.00	$ -	$ -

Maintenance - Annual	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,600.00	$ 6,600.00	$ -	$ -
Toner/Developer/Staples	$ -	$ -	$ -	$ -	$ 26.36	$ 26.36	$ 18.36	$ 40.80	$ -	$ 16.91
Life Cycle Cost Total	$ 3,788.60	$ 5,596.80	$ 3,523.79	$ 9,229.60	$ 5,801.36	$ 6,191.70	$ 8,262.03	$ 9,600.64	$ 6,961.00	$ 4,869.26
Copier Cost Score	8.86	4.87	9.61	4.61	10.95	8.06	6.28	5.75	15.00	6.75
Life Cycle Cost Score	13.95	9.44	15.00	5.73	9.11	8.54	6.40	5.51	7.59	10.86

MID VOLUME 30 - 39 PPM B&W

Offeror	Toshiba	Toshiba	Toshiba	Toshiba	Konica Minolta	AOT	AOT	AOT	Fruth - Lexmark	Fruth - Lexmark
Make	TOSHIBA	TOSHIBA	TOSHIBA	TOSHIBA	bizhub	WC5330PT	WC3635XFI	WC5335PT	Lexmark	Lexmark
Model	ES287CSL	ES307	ES357	ES347CSL	364e	WC5330PT	WC3635XFI	WC5335PT	XC2132	XS748de
OEM	TOSHIBA	TOSHIBA	TOSHIBA	TOSHIBA	Konica Minolta	Xerox	Xerox	Xerox	Lexmark	Lexmark
CPM/Buad	30	30	35	37	36	30	35	35	32	35
CPMo	85000	120000	125000	100000	15000	100,000	150000	100,000	up to 7000	up to 10000
Retail	$ 2,899.00	$ 10,047.00	$ 10,663.00	$ 3,599.00	$ 9,484.00	$ 8,100.00	$ 3,250.00	$ 9,100.00	$ 3,074.00	$ 3,700.00
Discount	40%	78%	76%	40%	81%	55%	40%	55%	51%	45%
MESC Price	$ 1,739.40	$ 2,210.34	$ 2,559.12	$ 2,159.40	$ 1,769.71	$ 3,645.00	$ 1,950.00	$ 4,095.00	$ 1,506.26	$ 2,035.00
Notes						B&W	B&W	B&W	All In One Unit	All In One Unit
Copier	$ 1,739.40	$ 2,210.34	$ 2,559.12	$ 2,159.40	$ 1,769.71	$ 3,645.00	$ 1,950.00	$ 4,095.00	$ 1,506.26	$ 2,035.00
Maintenance (CPM)	$ -	$ -	$ -	$ -		$ 4,993.20	$ 13,680.00	$ 9,986.40	$ 102,873.60	$ 90,288.00
Maintenance - Monthly	$ 2,109.00	$ 1,995.00	$ 2,850.00	$ 2,850.00	$ 2,358.66	$ -	$ -	$ -	$ 2,793.00	$ 3,420.00
Maintenance - Quarterly	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Maintenance - Semi-Annually	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Maintenance - Annual	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Toner/Developer/Staples	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Life Cycle Cost Total	$ 3,848.40	$ 4,205.34	$ 5,409.12	$ 5,009.40	$ 4,128.37	$ 8,638.20	$ 15,630.00	$ 14,081.40	$ 4,299.26	$ 5,455.00
Copier Cost Score	6.55	5.15	4.45	5.27	6.43	3.12	5.84	2.78	7.56	5.59
Life Cycle Cost Score	15.00	13.73	10.67	11.52	13.98	6.68	3.69	4.10	13.43	10.58

MID VOLUME 30 - 39 PPM Color

Offeror	Toshiba	Toshiba	Konica Minolt	Konica Minolt	Konica Minolta	AOT	AOT	Fruth - Canon	Fruth - Canon	Fruth - Canon
Make	TOSHIBA	TOSHIBA	bizhub	bizhub	bizhub	WC7830P2	WC7835P2	CANON	CANON	CANON
Model	ES3055C	ES3555C	C308	C3350	C368	7830P2	7835P2	C3330i	C350iF	C5235A
OEM	TOSHIBA	TOSHIBA	Minolta	Minolta	Konica Minolta	Xerox	Xerox	Canon	Canon	Canon
CPM/Buad	30	35	30	35	36	30	35	30	35	35
CPMo	150000	175000	10000	7500	15000	90,000	110,000	2000-16000	1000-10000	5000-30000
Retail	$ 15,056.00	$ 19,256.00	$ 11,410.00	$ 4,200.00	$ 15,150.00	$ 15,149.00	$ 16,649.00	$ 9,660.00	$ 4,400.00	$ 11,970.00
Discount	74%	76%	79%	71%	80%	70%	72%	72%	52%	66%
MESC Price	$ 3,914.56	$ 4,621.44	$ 2,416.95	$ 1,236.64	$ 3,054.24	$ 4,544.70	$ 4,744.97	$ 2,752.13	$ 2,112.00	$ 4,069.80
Notes	Color	Color	Color	Color	Color	B&W/ Color	B&W/ Color	Color Copier	Color Copier	Color Copier
Copier	$ 3,914.56	$ 4,621.44	$ 2,416.95	$ 1,236.64	$ 3,054.24	$ 4,544.70	$ 4,744.97	$ 2,752.13	$ 2,112.00	$ 4,069.80
Maintenance (CPM)	$ -	$ -				$ 4,275.00	$ 8,550.00	$ 3,303.72	$ 69,904.80	$ 60,876.00

Maintenance - Monthly	$ 1,710.00	$ 2,280.00	$ 1,748.19	$ 1,835.40	$ 1,748.19	$ -	$ -	$ 4,047.00	$ 4,503.00	$ 4,332.00
Maintenance - Quarterly	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Maintenance - Semi-Annually	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Maintenance - Annual	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Toner/Developer/Staples	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 26.36	$ 52.71	$ 31.39
Life Cycle Cost Total	$ 5,624.56	$ 6,901.44	$ 4,165.14	$ 3,072.04	$ 4,802.43	$ 8,819.70	$ 13,294.97	$ 6,825.49	$ 6,667.71	$ 8,433.19
Copier Cost Score	4.51	3.82	7.30	14.28	5.78	3.88	3.72	6.42	8.36	4.34
Life Cycle Cost Score	8.19	6.68	11.06	15.00	9.60	5.22	3.47	6.75	6.91	5.46

MID VOLUME 40 - 49 PPM B&W

Offeror	Toshiba	Toshiba	Toshiba	Konica Minolt	Konica Minolta	AOT	Fruth - Canon	Fruth - Canon	Fruth - Lexmark	Fruth - Samsung
Make	TOSHIBA	TOSHIBA	TOSHIBA	bizhub	bizhub	WC3615DN	CANON	CANON	Lexmark	Samsung
Model	ES407CS	ES457	ES477SL	4050	454e	WC3615DN	400iF	4245	XM1145	SL-K7400LX
OEM	TOSHIBA	TOSHIBA	TOSHIBA	Konica Minolta	Konica Minolta	Xerox	Canon	Canon	Lexmark	Samsung
CPM/Buad	42	45	49	42	45	45	40	45	45	40
CPMo	125000	150000	200000	5000	20000	75000	3000-30000	5000-55000	up to 12000	15000
Retail	$ 4,499.00	$ 12,989.00	$ 2,599.00	$ 3,499.00	$ 12,616.88	$ 1,299.00	$ 4,200.00	$ 11,000.00	$ 1,895.00	$ 17,496.99
Discount	40%	78%	50%	70%	79%	15%	54%	71%	50%	78%
MESC Price	$ 2,699.40	$ 2,857.58	$ 1,299.50	$ 1,066.15	$ 2,614.22	$ 1,104.15	$ 1,919.82	$ 3,213.10	$ 947.50	$ 3,936.82
Notes						B&W	B&W Copier	B&W Copier	All In One Unit	B&W Copier
Copier	$ 2,699.40	$ 2,857.58	$ 1,299.50	**$ 1,066.15**	**$ 2,614.22**	**$ 1,104.15**	**$ 1,919.82**	**$ 3,213.10**	**$ 947.50**	**$ 3,936.82**
Maintenance (CPM)	$ -	$ -	$ -			**$ 20,520.00**	$ -	$ -	$ -	$ -
Maintenance - Monthly	$ 4,902.00	$ 3,420.00	$ 3,420.00	$ 4,483.05	$ 3,215.37	$ -	$ 5,073.00	$ 5,130.00	$ 2,850.00	$ 5,415.00
Maintenance - Quarterly	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Maintenance - Semi-Annually	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Maintenance - Annual	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Toner/Developer/Staples	$ -	$ -	$ -	$ -	$ -	$ -	$ 52.71	$ 47.08	$ -	$ 40.70
Life Cycle Cost Total	**$ 7,601.40**	**$ 6,277.58**	**$ 4,719.50**	**$ 5,549.20**	**$ 5,829.59**	**$ 21,624.15**	$ 7,045.53	$ 8,390.18	$ 3,797.50	$ 9,392.52
Copier Cost Score	**5.27**	**4.97**	**10.94**	**13.33**	**5.44**	**12.87**	**7.40**	**4.42**	**15.00**	**3.61**
Life Cycle Cost Score	**7.49**	**9.07**	**12.07**	**10.27**	**9.77**	**2.63**	**8.08**	**6.79**	**15.00**	**6.06**

MID VOLUME 40 - 49 PPM Color

Offeror	Toshiba	Konica Minolt	Konica Minolt	AOT	Fruth - Canon	Laser Options	Sharp	Ricoh	Ricoh	Ricoh
Make	TOSHIBA	bizhub	bizhub	WC7845P2	CANON	WORKCENTRE	MX-C402SC	MP C401	MP C401SR	Aficio SP C431D
Model	ES4555C	C3850FS	C454e	7845P2	C5240A	7845	MX-C402SC	416969	416972	406658
OEM	TOSHIBA	Konica Minolta	Konica Minolta	Xerox	Canon	XEROX	SHARP	Ricoh	Ricoh	Ricoh
CPM/Buad	45	40	45	45	40	45	40	42	42	42
CPMo	200000	7500	20000	200,000	8000-45000	22,000	6000	3950 B&W/1550	3950 B&W/1550	2050 B&W / 285
Retail	$ 23,456.00	$ 5,699.00	$ 24,410.00	$ 20,754.00	$ 13,020.00	$ 21,051.00	$ 9,400.00	$ 5,880.00	$ 6,405.00	$ 1,499.00
Discount	80%	71%	79%	72%	66%	67%	0%	44%	44%	11%
MESC Price	$ 4,691.20	$ 1,661.26	$ 5,092.40	$ 5,914.89	$ 4,426.80	$ 6,946.83	$ 3,772.00	$ 3,271.80	$ 3,564.75	$ 1,336.65
Notes	Color	Color	Color	B&W/ Colo	Color Copier	Color Copier	Color Copier	B&W/Color Co	B&W/Color Co	B&W/Color Co
Copier	$ 4,691.20	**$ 1,661.26**	**$ 5,092.40**	**$ 5,914.89**	**$ 4,426.80**	**$ 6,946.83**	**$ 3,772.00**	**$ 3,271.80**	**$ 3,564.75**	**$ 1,336.65**
Maintenance (CPM)	$ -			**$ 12,825.00**	$ 60,876.00	$ 7,837.50	**$ 10,830.00**	**$ 15,390.00**	**$ 15,390.00**	$ 15,390.00
Maintenance - Monthly	$ 2,850.00	$ 2,154.60	$ 2,967.42	$ -	$ 4,845.00	$ 9,063.00	$ 570.00	$ -	$ -	$ -
Maintenance - Quarterly	$ -	$ -	$ -	$ -	$ -	$ 7,923.00	$ -	$ -	$ -	$ -
Maintenance - Semi-Annually	$ -	$ -	$ -	$ -	$ -	$ 9,540.00	$ -	$ -	$ -	$ -

Maintenance - Annual	$ -	$ -	$ -	$ -	$ -	$ 9,540.00	$ -	$ -	$ -	$ -
Toner/Developer/Staples	$ -	$ -	$ -	$ -	$ 31.39	$ 152.28	$ -	$ -	$ -	$ -
Life Cycle Cost Total	$ 7,541.20	$ 3,815.86	$ 8,059.82	$18,739.89	$ 9,303.19	$ 16,162.11	$ 15,172.00	$ 18,661.80	$ 18,954.75	$ 16,726.65
Copier Cost Score	4.27	12.07	3.94	3.39	4.53	2.89	5.32	6.13	5.62	15.00
Life Cycle Cost Score	7.59	15.00	7.10	3.05	6.15	3.54	3.77	3.07	3.02	3.42

MID VOLUME 50-59 PPM B&W

Offeror	Toshiba	Toshiba	Toshiba	Konica Minolt	Konica Minolta	AOT	Fruth - Canon	Fruth - Canon	Fruth - Canon	Fruth - Lexmark
Make	TOSHIBA	TOSHIBA	TOSHIBA	bizhub	bizhub	WC5855APT2	CANON	CANON	CANON	Lexmark
Model	ES507	ES527S	ES557	4750	554e	5955APT2	500iF	4251	6255	XM3150
OEM	TOSHIBA	TOSHIBA	TOSHIBA	Konica Minolta	Konica Minolta	Xerox	Canon	Canon	Canon	Lexmark
CPM/Buad	50	55	55	50	55	55	50	51	55	50
CPMo	150000	250000	460000	7500	25000	200,000	3000-35000	5000-65000	30000-70000	up to 15000
Retail	$ 14,432.00	$ 3,999.00	$ 21,395.00	$ 4,199.00	$ 22,538.25	$ 21,345.00	$ 5,250.00	$ 12,500.00	$ 17,850.00	$ 3,074.00
Discount	75%	54%	80%	70%	81%	59%	58%	74%	67%	51%
MESC Price	$ 3,608.00	$ 1,839.54	$ 4,279.00	$ 1,279.44	$ 4,316.07	$ 8,751.45	$ 2,216.55	$ 3,290.00	$ 5,949.41	$ 1,506.26
Notes						B&W	B&W Copier	B&W Copier	B&W Copier	All In One Unit
Copier	$ 3,608.00	$ 1,839.54	$ 4,279.00	$ 1,279.44	$ 4,316.07	$ 8,751.45	$ 2,216.55	$ 3,290.00	$ 5,949.41	$ 1,506.26
Maintenance (CPM)	$ -	$ -	$ -			$ 15,513.12	$ -	$ -	$ -	$ -
Maintenance - Monthly	$ 3,990.00	$ 5,130.00	$ 5,130.00	$ 3,966.06	$ 3,616.08	$ -	$ 5,643.00	$ 6,270.00	$ 6,555.00	$ 3,135.00
Maintenance - Quarterly	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Maintenance - Semi-Annually	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Maintenance - Annual	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Toner/Developer/Staples	$ -	$ -	$ -	$ -	$ -	$ -	$ 79.07	$ 65.91	$ 65.91	$ -
Life Cycle Cost Total	$ 7,598.00	$ 6,969.54	$ 9,409.00	$ 5,245.50	$ 7,932.15	$ 24,264.57	$ 7,938.62	$ 9,625.91	$ 12,570.32	$ 4,641.26
Copier Cost Score	5.32	10.43	4.49	15.00	4.45	2.19	8.66	5.83	3.23	12.74
Life Cycle Cost Score	9.16	9.99	7.40	13.27	8.78	2.87	8.77	7.23	5.54	15.00

MID VOLUME 50-59 PPM Color

Offeror	Toshiba	Toshiba	Toshiba	Konica Minolt	AOT	Fruth - Canon	Fruth - Canon	Fruth - Samsung	Fruth - Samsung	Laser Options
Make	TOSHIBA	TOSHIBA	TOSHIBA	bizhub	WC7855P2	CANON	CANON	Samsung	Samsung	Colorqube
Model	ES5055C	ES5560C	ES5560CT	C554e	7855P2	C5250	C5255	SL-X7500LX	SL-X7500GX	9302
OEM	TOSHIBA	TOSHIBA	TOSHIBA	Konica Minolta	Xerox	Canon	Canon	Samsung	Samsung	XEROX
CPM/Buad	50	55	55	55	55	50	55	50	50	55
CPMo	225000	225000	225000	25000	200,000	10000-50000	12000-60000	25000	25000	75000
Retail	$ 24,456.00	$ 27,656.00	$ 27,656.00	$ 29,930.00	$ 24,854.00	$ 17,850.00	$ 19,425.00	$ 25,793.99	$ 27,777.99	$ 25,346.00
Discount	78%	75%	75%	80%	69%	71%	72%	80%	80%	55%
MESC Price	$ 5,380.32	$ 6,914.00	$ 6,914.00	$ 5,850.34	$ 7,766.88	$ 5,228.27	$ 5,468.14	$ 5,158.80	$ 5,555.60	$ 11,405.70

Notes	Color	Color	Color	Color	B&W/ Color	Color Copier	Color Copier	Color Copier	Color Copier	Color Copier
Copier	$ 5,380.32	$ 6,914.00	$ 6,914.00	**$ 5,850.34**	**$ 7,766.88**	**$ 5,228.27**	**$ 5,468.14**	**$ 5,158.80**	**$ 5,555.60**	**$ 11,405.70**
Maintenance (CPM)	$ -	$ -	$ -		**$ 17,955.00**	$ 84,645.00	$ 118,503.00	$ 86,184.00	$ 86,184.00	$ 14,535.00
Maintenance - Monthly	$ 3,420.00	$ 6,270.00	$ 6,270.00	$ 3,616.08	$ -	$ 5,415.00	$ 6,840.00	$ 5,415.00	$ 5,415.00	$ 9,633.00
Maintenance - Quarterly	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 9,063.00
Maintenance - Semi-Annually	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 10,140.00
Maintenance - Annual	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 10,140.00**
Toner/Developer/Staples	$ -	$ -	$ -	$ -	$ -	$ 47.08	$ 65.91	$ 61.05	$ 61.05	$ 51.98
Life Cycle Cost Total	**$ 8,800.32**	**$ 13,184.00**	**$ 13,184.00**	**$ 9,466.42**	$ 25,721.88	$ 10,690.35	$ 12,374.05	$ 10,634.85	$ 11,031.65	$ 21,090.68
Copier Cost Score	**9.20**	**7.16**	**7.16**	**8.46**	**6.37**	**9.47**	**9.05**	**9.60**	**8.91**	**4.34**
Life Cycle Cost Score	**15.00**	**10.01**	**10.01**	**13.94**	**5.13**	**12.35**	**10.67**	**12.41**	**11.97**	**6.26**

Score Averages	Overall Mid Volume Average Score	21-29 PPM B&W Average Score	30-39 PPM B&W Average Score	40-49 PPM B&W Average Score	50-59 PPM B&W Average Score	21-29 PPM Color Average Score	30-39 PPM Color Average Score	40-49 PPM Color Average Score	50-59 PPM Color Average Score
AOT - Copier Score	**5.07**	3.36	3.91	12.87	2.19	4.61	3.80	3.39	6.37
AOT - Life Cycle Score	**4.11**	4.31	4.83	2.63	2.87	5.73	4.35	3.05	5.13
Fruth Group - Copier Score	**6.39**	4.67	4.71	6.05	6.05	9.50	6.37	4.53	9.26
Fruth Group - Life Cycle Score	**8.00**	5.91	9.30	8.03	7.55	8.82	6.38	6.15	11.85
Konica Minolta - Copier Score	**8.79**	9.56	6.43	9.38	9.72	9.61	9.12	8.00	8.46
Konica Minolta - Life Cycle Score	**12.28**	11.30	13.98	10.02	11.02	15.00	11.89	11.05	13.94
Laser Options - Copier Score	**4.04**	4.82	4.09	2.73	3.21	6.01	2.29	2.89	6.28
Laser Options - Life Cycle Score	**5.13**	4.96	7.40	4.28	4.86	5.95	2.77	3.54	7.31
Ricoh - Copier Score	**6.57**	5.13	4.83	7.27	7.44	6.06	4.86	7.44	9.50
Ricoh - Life Cycle Score	**4.88**	4.72	7.50	3.58	2.99	8.68	3.99	3.01	4.60

Sharp	Sharp	Sharp	Sharp	Sharp	Sharp	Ricoh	Ricoh	Ricoh	Ricoh	Witt	Witt
MX-B201D	MX-M232D	MX-M264N	MX-2615N	MX-2616N	MX-2640N	Ricoh MP 201S	Ricoh MP 2501SP	Ricoh MP 2554	MP 2851 Ricoh Se	**Kyocera**	**Kyocera**
MX-B201D	MX-M232D	MX-M264N	MX-2615N	MX-2616N	MX-2640N	415652	416443	417008	415235-RM	TASKalfa C8520	FS-6525
SHARP	SHARP	SHARP	SHARP	SHARP	SHARP	Ricoh	Ricoh	Ricoh	Ricoh	Kyocera	Kyocera
20	23	26	26	26	26	21	25	25	28	20	25
1250	5,000	4,500	15,000	2,500	15,000	2800	3000	3250	4700	100,000	80,000
$ 1,990.00	$ 4,300.00	$ 6,700.00	$ 9,000.00	$ 8,500.00	$ 10,900.00	$ 2,835.00	$ 5,000.00	$ 6,400.00	$ 4,730.00	$ 7,149.00	$ 5,679.00
64%	0%	0%	0%	0%	0%	48%	51%	64%	46%	57%	63%
$ 716.00	$ 1,366.00	$ 2,113.00	$ 3,240.00	$ 2,766.00	$ 3,924.00	$ 1,475.25	$ 2,468.55	$ 2,278.50	$ 2,565.68	$ 3,100.00	$ 2,079.00
B&W Copier	B&W Copier	B&W Copier	B&W Copier	B&W Copier	**B&W Copier**	B&W Copier	B&W Copier	B&W Copier	B&W Copier	B&W Copier	B&W Copier
$ 716.00	**$ 1,366.00**	**$ 2,113.00**	**$ 3,240.00**	**$ 2,766.00**	$ 3,924.00	**$ 1,475.25**	**$ 2,468.55**	**$ 2,278.50**	**$ 2,565.68**	$ 3,100.00	$ 2,079.00
$ 3,990.00	$ 7,695.00	$ 4,702.50	$ 4,560.00	$ 4,560.00	$ 4,560.00	**$ 6,099.00**	**$ 4,617.00**	**$ 5,073.00**	**$ 5,301.00**	**$ 3,206.25**	**$ 6,270.00**
$ 1,140.00	$ 855.00	$ 1,567.50	$ 1,140.00	$ 1,140.00	$ 1,140.00	$ -	$ -	$ -	$ -	$ -	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ -	$ -	$ 18.62	$ 18.62	$ 18.62	$ 18.62	$ -	$ -	$ 37.57	$ -	$ 9.92	$ 22.04
$ 5,846.00	$ 9,916.00	$ 8,401.62	$ 8,958.62	$ 8,484.62	$ 9,642.62	$ 7,574.25	$ 7,085.55	$ 7,389.07	$ 7,866.68	$ 6,316.17	$ 8,371.04
15.00	**7.86**	**5.08**	**3.31**	**3.88**	**2.74**	**7.28**	**4.35**	**4.71**	**4.19**	**3.46**	**5.17**
6.03	**3.56**	**4.20**	**3.94**	**4.15**	**3.66**	**4.65**	**4.98**	**4.77**	**4.48**	**5.58**	**4.21**

Ricoh	Witt	Witt	Minimum $
Ricoh MP C2503	**Kyocera**	**Kyocera**	
417254	TASKalfa 2551	TASKalfa 3051ci	
Ricoh	Kyocera	Kyocera	
25	25	30	
2925 B&W / 137	100,000	150,000	
$ 9,330.00	$ 9,224.00	$ 10,756.00	
62%	59%	60%	
$ 3,519.60	$ 3,740.00	$ 4,250.00	
B&W/Color Cop	Color Copier	Color Copier	
$ 3,519.60	$ 3,740.00	$ 4,250.00	**$ 1,261.00**
$ 4,560.00	**$ 5,700.00**	**$ 5,130.00**	
$ -	$ -	$ -	
$ -	$ -	$ -	
$ -	$ -	$ -	

$ -	$ -	$ -	
$ 37.57	$ 32.30	$ 32.30	
$ 8,117.17	$ 9,472.30	$ 9,412.30	**$ 3,523.79**
5.37	**5.06**	**4.45**	
6.51	**5.58**	**5.62**	

Fruth - Lexmark	Fruth - Samsun	Fruth - Samsung	Laser Options	Laser Options	Sharp	Sharp	Sharp	Sharp	Sharp	Sharp	Sharp
Lexmark	Samsung	Samsung	WORKCENTR	WORKCENTR	MX-M314N	MX-3115N	MX-3116N	MX-3140N	MX-M354N	MX-M364N	MX-M365N
XS795dte	SL-K4300LX	SL-K4350LX	WC5330	WC5335	MX-M314N	MX-3115N	MX-3116N	MX-3140N	MX-M354N	MX-M364N	MX-M365N
Lexmark	Samsung	Samsung	XEROX	XEROX	SHARP	SHARP	SHARP	SHARP	SHARP	SHARP	SHARP
37	30	35	30	35	31	31	31	31	35	36	36
up to 25000	7000	7000	14000	20000	4,500	15,000	6500	15,000	4,500	5,000	5500
$ 7,998.00	$ 6,604.99	$ 7,753.99	$ 7,187.00	$ 8,187.00	$ 7,650.00	$ 10,350.00	$ 9,850.00	$ 12,700.00	$ 8,400.00	$ 9,000.00	$ 10,375.00
45%	59%	59%	65%	62%	0%	0%	0%	0%	0%	0%	0%
$ 4,398.90	$ 2,708.05	$ 3,179.14	$ 2,515.45	$ 3,111.06	$ 2,297.00	$ 3,513.00	$ 3,141.00	$ 4,389.00	$ 2,441.00	$ 3,021.00	$ 3,499.00
All In One Unit	B&W Copier	B&W Copier	B&W Copier	B&W Copier	B&W Copier	B&W Copier	B&W Copier	**B&W Copier**	B&W Copier	B&W Copier	B&W Copier
$ 4,398.90	**$ 2,708.05**	**$ 3,179.14**	**$ 2,515.45**	**$ 3,111.06**	**$ 2,297.00**	**$ 3,513.00**	**$ 3,141.00**	$ 4,389.00	**$ 2,441.00**	**$ 3,021.00**	**$ 3,499.00**
$ 82,080.00	**$ -**	**$ -**	**$ 2,188.80**	$ 4,788.00	$ 10,032.00	$ 9,690.00	$ 9,690.00	$ 9,690.00	$ 9,405.00	$ 6,840.00	$ 6,840.00
$ 4,560.00	$ 3,990.00	$ 4,503.00	**$ 4,845.00**	$ 5,073.00	$ 2,508.00	$ 1,710.00	$ 1,710.00	$ 1,710.00	$ 3,135.00	$ 2,280.00	$ 2,280.00
$ -	$ -	$ -	**$ 4,218.00**	**$ 4,503.00**	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ -	$ -	$ -	$ 5,100.00	$ 5,340.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ -	$ -	$ -	**$ 5,100.00**	**$ 5,340.00**	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ 78.85	$ 20.35	$ 40.70	$ 38.25	$ 76.50	$ 37.24	$ 37.24	$ 37.24	$ 37.24	$ 37.24	$ 37.24	$ 37.24
$ 8,958.90	$ 6,718.39	$ 7,722.83	$ 7,398.70	$ 8,260.56	$ 14,874.24	$ 14,950.24	$ 14,578.24	$ 15,826.24	$ 15,018.24	$ 12,178.24	$ 12,656.24
2.59	**4.20**	**3.58**	**4.53**	**3.66**	**4.96**	**3.24**	**3.62**	**2.59**	**4.66**	**3.77**	**3.25**
6.44	**8.59**	**7.47**	**7.80**	**6.99**	**3.88**	**3.86**	**3.96**	**3.65**	**3.84**	**4.74**	**4.56**

Laser Options	Laser Options	Sharp	Sharp	Sharp	Sharp	Ricoh	Ricoh	Ricoh	Ricoh	Ricoh	Minimum $
WORKCENTRE	WORKCENTR	MX-C300P	MX-C300W	MX-C301W	MX-C312	MP C305SPF	Ricoh MP C3503	MPC3501 Remanu	MPC3001 Remanu	Ricoh MP C3003	
7830	7835	MX-C300P	MX-C300W	MX-C301W	MX-C312	416011	416509	415473-RM	415464-RM	416502	
XEROX	XEROX	SHARP	SHARP	SHARP	SHARP	Ricoh	Ricoh	Ricoh	Ricoh	Ricoh	
30	35	30	30	30	31	31	35	35	30	30	
22,000	22000	2500	2,500	2,500	2500	2200 B&W/100	4500 B&W / 2450	5300 B&W / 2700	4000 B&W / 1900	3600 B&W / 1800	Color
$ 14,295.00	$ 16,945.00	$ 2,625.00	$ 3,375.00	$ 4,625.00	$ 7,450.00	$ 4,420.00	$ 14,900.00	$ 7,140.00	$ 6,750.00	$ 12,500.00	
65%	0%	0%	0%	0%	0%	51%	59%	48%	48%	59%	
$ 5,003.25	$ 16,945.00	$ 1,177.00	$ 1,440.00	$ 1,834.00	$ 2,931.00	$ 2,163.00	$ 6,098.40	$ 3,704.40	$ 3,520.13	$ 5,118.75	
Color Copier	Color Copier	Color Copier	Color Copier	Color Copier	Color Copier	B&W/Color C	B&W/Color Copi	B&W/Color Copi	B&W/Color Copi	B&W/Color Copier	
$ 5,003.25	**$ 16,945.00**	**$ 1,177.00**	**$ 1,440.00**	**$ 1,834.00**	**$ 2,931.00**	**$ 2,163.00**	**$ 6,098.40**	**$ 3,704.40**	**$ 3,520.13**	**$ 5,118.75**	**$ 1,177.00**
$ 2,154.60	$ 5,016.00	**$ 5,130.00**	**$ 5,130.00**	**$ 5,130.00**	**$ 10,830.00**	**$ 10,260.00**	**$ 9,120.00**	$ 10,488.00	$ 5,244.00	**$ 4,560.00**	

$ 7,353.00	$ 8,208.00	$ 570.00	$ 570.00	$ 570.00	$ 570.00	$ -	$ -	$ -	$ -	$ -	
$ 6,555.00	$ 7,353.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
$ 7,740.00	$ 8,640.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
$ 7,740.00	**$ 8,640.00**	**$ -**	**$ -**	**$ -**	**$ -**	$ -	$ -	$ -	$ -	$ -	
$ 50.76	$ 21.37	$ -	$ -	$ -	$ 37.24	$ -	$ 75.15	$ -	$ -	$ 37.57	
$ 12,407.01	$ 25,174.37	$ 6,877.00	$ 7,140.00	$ 7,534.00	$ 14,368.24	$ 12,423.00	$ 15,293.55	$ 14,192.40	$ 8,764.13	$ 9,716.32	**$ 3,072.04**
3.53	**1.04**	**15.00**	**12.26**	**9.63**	**6.02**	**8.16**	**2.90**	**4.77**	**5.02**	**3.45**	
3.71	**1.83**	**6.70**	**6.45**	**6.12**	**3.21**	**3.71**	**3.01**	**3.25**	**5.26**	**4.74**	

Fruth - Samsung	ruth - Samsun	Fruth - Samsung	ruth - Samsun	Laser Options	Sharp	Sharp	Sharp	Sharp	Sharp	Sharp	Ricoh
Samsung	Samsung	Samsung	Samsung	WORKCENTR	MX-B402	MX-B402SC	MX-4140N	MX-4141N	MX-M464N	MX-M465N	MP 4054SP
SL-K7400GX	SL-X7400LX	SL-X7400GX	M4580FX	WC5945	MX-B402	MX-B402SC	MX-4140N	MX-4141N	MX-M464N	MX-M465N	417036
Samsung	Samsung	Samsung	Samsung	XEROX	SHARP	SHARP	SHARP	SHARP	SHARP	SHARP	Ricoh
40	40	40	47	45	40	40	41	41	46	46	40
15000	20000	20000	5000	20000	6000	6000	28,000	28,000	14000	9500	10000
$ 19,087.99	$ 23,594.99	$ 25,626.99	$ 3,938.99	$ 15,777.00	$ 5,025.00	$ 5,975.00	$ 15,800.00	$ 18,450.00	$ 10,250.00	$ 11,625.00	$ 12,250.00
78%	80%	80%	60%	67%	0%	0%	0%	0%	0%	0%	69%
$ 4,294.80	$ 4,719.00	$ 5,125.40	$ 1,595.29	$ 5,206.41	$ 2,138.00	$ 2,584.00	$ 5,465.00	$ 5,890.00	$ 3,421.00	$ 3,899.00	$ 3,858.75
B&W Copier	B&W Copier	B&W Copier	B&W Copier	B&W Copier	B&W Copier	B&W Copier	**B&W Copier**	B&W Copier	B&W Copier	B&W Copier	B&W Copier
$ 4,294.80	**$ 4,719.00**	**$ 5,125.40**	**$ 1,595.29**	**$ 5,206.41**	**$ 2,138.00**	**$ 2,584.00**	$ 5,465.00	**$ 5,890.00**	**$ 3,421.00**	**$ 3,899.00**	**$ 3,858.75**
$ -	$ -	$ -	$ -	$ 6,019.20	**$ 10,288.50**	**$ 10,288.50**	$ 11,628.00	**$ 11,628.00**	$ 14,820.00	$ 14,820.00	**$ 7,752.00**
$ 5,415.00	$ 4,788.00	$ 4,788.00	$ 3,705.00	$ 7,923.00	$ 541.50	$ 541.50	$ 2,907.00	$ 2,907.00	$ 3,420.00	$ 3,420.00	$ -
$ -	$ -	$ -	$ -	**$ 5,415.00**	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ -	$ -	$ -	$ -	$ 8,340.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ -	$ -	$ -	$ -	**$ 8,340.00**	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ 40.70	$ 40.70	$ 40.70	$ -	$ 165.41	$ -	$ -	$ 55.86	$ 55.86	$ 55.86	$ 55.86	$ 93.94
$ 9,750.50	$ 9,547.70	$ 9,954.10	$ 5,300.29	$ 13,294.82	$ 12,968.00	$ 13,414.00	$ 20,055.86	$ 20,480.86	$ 21,716.86	$ 22,194.86	$ 11,704.69
3.31	**3.01**	**2.77**	**8.91**	**2.73**	**6.65**	**5.50**	**2.60**	**2.41**	**4.15**	**3.65**	**3.68**
5.84	**5.97**	**5.72**	**10.75**	**4.28**	**4.39**	**4.25**	**2.84**	**2.78**	**2.62**	**2.57**	**4.87**

Ricoh	Ricoh	Ricoh	Ricoh	Minimum $
Ricoh SP C431D	MP C4503	SP C830DN	MPC4501 Remanufactured Engine	
406882	416518	407802	415402-RM	
Ricoh	Ricoh	Ricoh	Ricoh	
42	45	45	45	
2050 B&W / 285	6000 B&W / 28	2535	7000 B&W / 4000 Color	
$ 2,499.00	$ 18,590.00	$ 3,884.00	$ 9,450.00	
23%	65%	33%	48%	
$ 1,921.50	$ 6,485.85	$ 2,598.75	$ 4,937.63	
B&W/Color Co	B&W/Color C	B&W/Color Copi	B&W/Color Copier	
$ 1,921.50	**$ 6,485.85**	**$ 2,598.75**	**$ 4,937.63**	**$ 1,336.65**
$ 15,390.00	**$ 13,680.00**	$ 18,810.00	$ 15,732.00	
$ -	$ -	$ -	$ -	
$ -	$ -	$ -	$ -	
$ -	$ -	$ -	$ -	

$ -	$ -	$ -	$ -	
$ -	$ 112.72	$ 124.00	$ -	
$ 17,311.50	$ 20,278.57	$ 21,532.75	$ 20,669.63	**$ 3,815.86**
10.43	**3.09**	7.72	**4.06**	
3.31	**2.82**	2.66	2.77	

Fruth - Lexmark	Fruth - Lexmar	Fruth - Lexmark	Fruth - Samsun	Fruth - Samsun	Fruth - Samsun	Laser Options	Laser Options	Sharp	Sharp	Sharp	Sharp
Lexmark	Lexmark	Lexmark	Samsung	Samsung	Samsung	WORKCENTR	WORKCENTRE	MX-5140N	MX-5141N	MX-M564N	MX-M565N
XS798dte	XM7155	XM7155x	SL-K7500LX	SL-K7500GX	M5370LX	WC5955	WC5755	MX-5140N	MX-5141N	MX-M564N	MX-M654N
Lexmark	Lexmark	Lexmark	Samsung	Samsung	Samsung	XEROX	XEROX	SHARP	SHARP	SHARP	SHARP
50	55	55	50	50	55	55	55	51	51	56	56
up to 25000	up to 35000	up to 35000	25000	25000	10000	20000	20000	36,500	36,500	28000	14500
$ 9,776.00	$ 7,177.00	$ 8,305.00	$ 21,048.99	$ 22,601.99	$ 5,553.99	$ 21,522.00	$ 15,477.00	$ 19,600.00	$ 22,550.00	$ 11,750.00	$ 13,125.00
45%	51%	51%	78%	78%	59%	69%	65%	0%	0%	0%	0%
$ 5,376.80	$ 3,516.73	$ 4,069.45	$ 4,736.02	$ 5,085.45	$ 2,277.14	$ 6,671.82	$ 5,416.95	$ 6,171.00	$ 6,596.00	$ 3,877.00	$ 4,355.00
All In One Unit	B&W Copier	B&W Copier	B&W Copier	B&W Copier	B&W Copier	B&W Copier	B&W Copier	B&W Copier	B&W Copier	B&W Copier	B&W Copier
$ 5,376.80	**$ 3,516.73**	**$ 4,069.45**	**$ 4,736.02**	**$ 5,085.45**	**$ 2,277.14**	**$ 6,671.82**	**$ 5,416.95**	**$ 6,171.00**	**$ 6,596.00**	**$ 3,877.00**	**$ 4,355.00**
$ 113,886.00	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	$ 9,302.40	**$ 9,302.40**	**$ 16,473.00**	**$ 16,473.00**	$ 14,592.00	$ 14,592.00
$ 5,415.00	$ 7,695.00	$ 7,695.00	$ 6,726.00	$ 6,726.00	$ 5,643.00	$ 8,094.00	$ 8,094.00	$ 3,876.00	$ 3,876.00	$ 4,560.00	$ 4,560.00
$ -	$ -	$ -	$ -	$ -	$ -	**$ 5,415.00**	**$ 5,415.00**	$ -	$ -	$ -	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ 8,520.00	$ 8,520.00	$ -	$ -	$ -	$ -
$ -	$ -	$ -	$ -	$ -	$ -	**$ 8,520.00**	**$ 8,520.00**	**$ -**	**$ -**	$ -	$ -
$ 118.28	$ 165.59	$ 165.59	$ 61.05	$ 61.05	$ 85.47	$ 231.57	$ 185.26	$ 78.20	$ 78.20	$ 78.20	$ 78.20
$ 10,791.80	$ 11,377.32	$ 11,930.04	$ 11,523.07	$ 11,872.49	$ 8,005.60	$ 14,997.39	$ 13,696.21	$ 26,598.20	$ 27,023.20	$ 23,107.20	$ 23,585.20
3.57	**5.46**	**4.72**	**4.05**	**3.77**	**8.43**	**2.88**	**3.54**	**3.11**	**2.91**	**4.95**	**4.41**
6.45	**6.12**	**5.84**	**6.04**	**5.86**	**8.70**	**4.64**	**5.08**	**2.62**	**2.58**	**3.01**	**2.95**

Laser Options	Laser Options	Ricoh	Ricoh	Ricoh	Minimum $
WORKCENTRE	WORKCENTR	MP C5503	SP C831DN	MPC5501 Remanufactured Engine	
7556	7855	416525	407803	415417-RM	
XEROX	XEROX	Ricoh	Ricoh	Ricoh	
55	55	55	55	55	
50000	22,000	7550 B&W / 4450	3520 B&W / 52	7000 B&W / 4000 Color	
$ 20,942.00	$ 25,301.00	$ 22,014.00	$ 4,934.00	$ 12,717.00	
73%	66%	62%	33%	49%	
$ 5,654.34	$ 8,602.34	$ 8,460.90	$ 3,300.15	$ 6,481.28	

Color Copier	Color Copier	B&W/Color Copie	B&W/Color C	B&W/Color Copier	
$ 5,654.34	**$ 8,602.34**	**$ 8,460.90**	**$ 3,300.15**	**$ 6,481.28**	**$ 3,300.15**
$ 10,659.00	**$ 10,659.00**	**$ 19,152.00**	$ 26,334.00	$ 22,024.80	
$ 9,633.00	$ 9,804.00	$ -	$ -	$ -	
$ 3,021.00	$ 9,063.00	$ -	$ -	$ -	
$ 10,140.00	$ 10,320.00	$ -	$ -	$ -	
$ 10,140.00	**$ 10,320.00**	$ -	$ -	$ -	
$ 213.18	$ 44.88	$ 157.81	$ 173.59	$ -	
$ 15,500.52	$ 18,451.22	$ 27,770.71	$ 29,807.74	$ 28,506.08	**$ 8,800.32**
8.75	**5.75**	**5.85**	**15.00**	**7.64**	
8.52	**7.15**	**4.75**	**4.43**	**4.63**	

Witt	Witt	Minimum $
Kyocera	**Kyocera**	
TASKalfa C852	FS- 6530	
Kyocera	Kyocera	
25	30	
100,000	100,000	
$ 8,259.00	$ 5,879.00	
57%	57%	
$ 3,528.00	$ 2,540.00	
B&W Copier	B&W Copier	
$ 3,528.00	$ 2,540.00	**$ 716.00**
$ 7,125.00	**$ 6,270.00**	
$ -	$ -	
$ -	$ -	
$ -	$ -	
$ -	$ -	
$ 22.04	$ 22.04	
$ 10,675.04	$ 8,832.04	**$ 2,350.22**
3.04	**4.23**	
3.30	**3.99**	

Sharp	Ricoh	Ricoh	Ricoh	Ricoh	Witt	Witt	Witt	Witt	Witt	Witt
MX-3640N	MP 3351 Ricoh	Ricoh MP 3554	SP 6430DN	Ricoh MP 3054	**Kyocera**	**Kyocera**	**Kyocera**	**Kyocera**	**Kyocera**	**Kyocera**
MX-3640N	415248-RM	417025	407482	417014	TASKalfa 3501i	TASKalfa 3551c	M2035dn	M2535dn	ECOSYS M6035cdi	ECOSYS M6535cdi
SHARP	Ricoh	Ricoh	Ricoh	Ricoh	Kyocera	Kyocera	Kyocera	Kyocera	Kyocera	Kyocera
36	33	35	38	30	35	35	37	37	37	37
15,000	5900	6000	3000	4200	175,000	175,000	50,000	50,000	100,000	100,000
$ 15,450.00	$ 6,195.00	$ 9,880.00	$ 1,729.00	$ 8,350.00	$ 8,292.00	$ 13,758.00	$ 1,181.00	$ 1,371.00	$ 4,209.00	$ 4,799.00
0%	47%	62%	28%	64%	63%	65%	36%	40%	64%	65%
$ 4,908.00	$ 3,257.89	$ 3,799.95	$ 1,252.70	$ 3,038.70	$ 3,095.00	$ 4,785.00	$ 759.00	$ 829.00	$ 1,499.00	$ 1,699.00
B&W Copier	B&W Copier	B&W Copier	B&W Copier	B&W Copier	B&W Copier	Color Copier	B&W Copier	B&W Copier	Color Copier	Color Copier
$ 4,908.00	**$ 3,257.89**	**$ 3,799.95**	**$ 1,252.70**	**$ 3,038.70**	$ 3,095.00	$ 4,785.00	$ 759.00	$ 829.00	$ 1,499.00	$ 1,699.00
$ 9,120.00	$ 1,037.40	**$ 9,006.00**	$ 11,400.00	**$ 4,617.00**	**$ 9,120.00**	**$ 10,260.00**	**$ 19,950.00**	**$ 19,950.00**	**$ 14,250.00**	**$ 14,250.00**
$ 2,280.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ 37.24	$ -	$ 75.15	$ -	$ 37.57	$ 64.60	$ 64.60	$ -	$ -	$ -	$ -
$ 16,345.24	$ 4,295.29	$ 12,881.10	$ 12,652.70	$ 7,693.27	$ 12,279.60	$ 15,109.60	$ 20,709.00	$ 20,779.00	$ 15,749.00	$ 15,949.00
2.32	**3.49**	**3.00**	**9.09**	**3.75**	**3.68**	**2.38**	**15.00**	**13.73**	**7.60**	**6.70**
3.53	**13.44**	**4.48**	**4.56**	**7.50**	**4.70**	**3.82**	**2.79**	**2.78**	**3.67**	**3.62**

Ricoh	Ricoh	Ricoh	Ricoh	Witt	Witt	Witt	Witt	Minimum $
MP 4001 Ricoh	MP 401SPF	Ricoh SP 5200S	Ricoh SP 5200DN	**Kyocera**	**Kyocera**	**Kyocera**	**Kyocera**	
415221-RM	407226	406851	406722	M3040idn	TASKalfa 4501i	TASKalfa 4551c	M3540idn	
Ricoh	Ricoh	Ricoh	Ricoh	Kyocera	Kyocera	Kyocera	Kyocera	
40	42	47	47	42	45	45	47	
10000	3000	5900	5900	150,000	200,000	200,000	150,000	
$ 5,995.00	$ 3,310.00	$ 3,299.00	$ 1,599.00	$ 2,459.00	$ 9,545.00	$ 15,876.00	$ 2,799.00	
47%	54%	37%	26%	45%	65%	63%	46%	
$ 3,163.39	$ 1,528.80	$ 2,070.60	$ 1,182.30	$ 1,353.00	$ 3,315.00	$ 5,799.00	$ 1,515.00	
B&W Copier	B&W Copier	B&W Copier	B&W Copier	B&W Copier	B&W Copier	Color Copier	B&W Copier	
$ 3,163.39	**$ 1,528.80**	**$ 2,070.60**	**$ 1,182.30**	$ 1,353.00	$ 3,315.00	$ 5,799.00	$ 1,515.00	**$ 947.50**
$ 8,892.00	**$ 18,297.00**	**$ 22,230.00**	$ 17,100.00	**$ 25,650.00**	**$ 13,680.00**	**$ 15,390.00**	**$ 21,375.00**	
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
$ -	$ -	$ -	$ -	$ -	$ 96.90	$ 96.90	$ -	
$ 12,055.39	$ 19,825.80	$ 24,300.60	$ 18,282.30	$ 27,003.00	$ 17,091.90	$ 21,285.90	$ 22,890.00	**$ 3,797.50**
4.49	**9.30**	**6.86**	**12.02**	**10.50**	**4.29**	**2.45**	**9.38**	
4.73	**2.87**	**2.34**	**3.12**	**2.11**	**3.33**	**2.68**	**2.49**	

Ricoh	Ricoh	Ricoh	Ricoh	Ricoh	Ricoh	Witt	Witt	Witt	Minimum $
MP 5054SP	Aficio SP 8300	MP 5001 Ricoh	Ricoh SP 5210SF	Ricoh SP 5210SF	Ricoh SP 5210DN	**Kyocera**	**Kyocera**	**Kyocera**	
417046	407285	415226-RM	406852	406853	406726	M3550idn	TASKalfa 5551c	TASKalfa 5501i	
Ricoh	Ricoh	Ricoh	Ricoh	Ricoh	Ricoh	Kyocera	Kyocera	Kyocera	
50	50	50	52	52	52	52	55	55	
15000	19000	13000	8400	8400	8400	250,000	225,000	225,000	
$ 14,725.00	$ 3,059.92	$ 8,797.00	$ 4,319.00	$ 4,449.00	$ 1,999.00	$ 3,389.00	$ 20,325.00	$ 11,228.00	
68%	38%	47%	33%	33%	27%	47%	65%	66%	
$ 4,638.90	$ 1,911.00	$ 4,629.08	$ 2,888.55	$ 2,975.70	$ 1,454.25	$ 1,799.00	$ 7,149.00	$ 3,799.00	
B&W Copier	B&W Copier	B&W Copier	B&W Copier	B&W Copier	B&W Copier	B&W Copier	Color Copier	B&W Copier	
$ 4,638.90	**$ 1,911.00**	**$ 4,629.08**	**$ 2,888.55**	**$ 2,975.70**	**$ 1,454.25**	$ 1,799.00	$ 7,149.00	$ 3,799.00	**$ 1,279.44**
$ 11,457.00	$ 22,230.00	$ 13,167.00	$ 31,122.00	$ 31,122.00	$ 23,940.00	**$ 23,940.00**	**$ 21,546.00**	**$ 114,000.00**	
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
$ 140.90	$ -	$ -	$ -	$ -	$ -	$ -	$ 135.66	$ 807.50	
$ 16,236.80	$ 24,141.00	$ 17,796.08	$ 34,010.55	$ 34,097.70	$ 25,394.25	$ 25,739.00	$ 28,830.66	$ 118,606.50	**$ 4,641.26**
4.14	**10.04**	**4.15**	**6.64**	**6.45**	**13.20**	**10.67**	**2.68**	**5.05**	
4.29	**2.88**	**3.91**	**2.05**	**2.04**	**2.74**	**2.70**	**2.41**	**0.59**	

MOHAVE
ARIZONA COOPERATIVE PURCHASING

Pricing for this contract may be found at the following link:
Click here to go to the Mohave Pricing

For further help please contact the Contract Specialist
for this contract:

Michael Carter
Phone: 928-718-3222
Email: michael@mesc.org

2/26/13 EH

KONICA MINOLTA

SCHEDULE A
KMBS MODIFIED SALES TERMS AND CONDITIONS
for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)

The following terms and conditions shall apply should the Customer elect to purchase equipment outright:

1. **PAYMENT:** Payment is due within thirty (30) days from the date of the invoice. Should the customer fail to make any payment due hereunder, or be or become insolvent or be a party to or acquiesce in any bankruptcy or receivership proceeding or any similar action affecting the affairs or property of Customer, or violate any aspect of this Agreement, Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") may refuse to provide warranty service for the equipment and may enter Customer's premises to recover any property or equipment owned by KMBS. Customer specifically grants its permission to KMBS to enter its property for this purpose. Title to equipment referenced on the reverse side of this Agreement shall pass to Customer upon delivery to Customer's location unless equipment is provided on a rental basis. Title to equipment provided on a rental basis shall remain with KMBS. Customer agrees to the filing of any liens, and/or UCC security Agreements (including UCC-1) to acknowledge the financial interest of KMBS in the equipment which is the subject of this Agreement until full payment is made. Reasonable costs, including counsel fees, shall be recoverable by KMBS in the event collection activities, including litigation, are required to collect outstanding amounts due under this Agreement. NO CASH PAYMENTS ACCEPTED. Accepted manners of payment are by major credit card or checks made payable to KMBS.

2. **SITE PREPARATION:** Customer shall ensure that equipment is placed in an environment that conforms with the manufacturer's specifications and requirements and will bear all cost and expense for any additional necessities required for installation such as telephone and electrical wiring, remodeling, and noise and power filters. Any electrical work external to the equipment (i.e. associated peripheral equipment, power, transmission and phone lines, and modems) and equipment line cord is not covered by this Agreement. Once the equipment is delivered, risk of loss lies with the Customer.

3. **WARRANTY:** ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE ARE HEREBY DISCLAIMED BY KMBS AND WAIVED BY CUSTOMER.

4. **LIMITATIONS ON RECOVERY:** The equipment may not be returned to KMBS without KMBS' written consent. CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE REPAIR OF THE EQUIPMENT OR REPLACEMENT OF A NONCONFORMING PART, AT THE OPTION OF KMBS. THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES FOR ANY PROVEN BREACH OF THIS AGREEMENT (INCLUDING WARRANTY). KMBS SHALL ALSO NOT BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES DUE TO LOSS OF DATA OR INFORMATION OF ANY KIND, LOSS OF OR DAMAGE TO REVENUE, PROFITS OR GOODWILL, DAMAGES DUE TO ANY INTERRUPTION OF BUSINESS, DAMAGE TO CUSTOMER'S COMPUTERS OR NETWORKS, EVEN IF KMBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

KONICA MINOLTA

SCHEDULE A
KMBS MODIFIED SALES TERMS AND CONDITIONS
for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)

5. **APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of Arizona without regard to choice of law principles. In the event of litigation or other proceedings by KMBS to enforce or defend any term or provision of this Agreement, Customer agrees to pay all costs and expenses sustained by KMBS, including but not limited to, reasonable attorney's fees. Customer further agrees to litigate any dispute concerning this matter in the courts of the state of Arizona consents to jurisdiction in that forum.

6. **FORCE MAJEURE:** Neither party shall be responsible for delays or failure in performance of this Agreement (other than failure to make payment) to the extent that such party was hindered in its performance by any act of God, civil commotion, labor dispute, or any other occurrence beyond its reasonable control.

7. **SEVERABILITY**: If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of the remaining provisions of this Agreement.

8. **WAIVER:** Failure by KMBS to enforce any provisions of this Agreement or any rights hereunder, or failure to exercise any election provided for herein, shall in no way be considered a waiver of such provisions, rights, or elections, or in any way affect KMBS' right to later enforce or exercise the same or other provisions, rights, or elections it may have under this Agreement.

9. **BUSINESS PURPOSE:** Customer warrants and represents that the equipment will be used for business purposes, and not for personal, family, household purposes or other uses deemed illegal or infringing on the copyrights of others.

10. **INDEMNIFICATION:** Customer shall bear all risk of theft, loss or damage to all equipment delivered under this Agreement, which is not caused by KMBS employees or agents. Customer agrees to indemnify, defend and hold harmless KMBS, its officers, directors, employees and agents from all loss, liability, claims or expenses (including reasonable attorney's fees) arising out of Customer's use of the equipment, including but not limited to liabilities arising from illegal use of KMBS equipment as well as bodily injury, including death, or property damage to any person, unless said injuries, death or property damage was caused solely as the result of a negligent or intentional act or omission by KMBS.

11. **ASSIGNMENT**: Customer may not assign this Agreement, without KMBS' express written consent. In the event that KMBS assigns or subcontracts any of its obligations under this Agreement, KMBS shall remain primarily responsible to perform those obligations. Any claim or defense Customer may have relating to those obligations must be asserted only against KMBS and not its assignee. KMBS may assign, without notice to Customer, any of its rights under this Agreement.

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KMBS MODIFIED SALES TERMS AND CONDITIONS
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12. **NOTICES:** All notices required to be given under this Agreement shall be in writing and shall be sent by U.S. first class mail to the parties as follows: To Customer at the address listed on the front of this Agreement and to KMBS, at 100 Williams Drive, Ramsey, NJ 07446, Attention: Office of Direct Administration.

13. **ORIGINAL DOCUMENT**: Customer further agrees (a) that facsimile or electronic signatures shall be accepted as original signatures; and (b) that this Agreement or any document created pursuant to this Agreement, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. KMBS may accept orders electronically from Customer pursuant to this Agreement. Neither party shall raise any objection to the authenticity of this Agreement or any document created hereunder, based on either the use of a facsimile signature or the use of a copy retrieved from an electronic storage system.

14. ENTIRE AGREEMENT: The entire Agreement between Customer and KMBS on the subject matter, inclusive of RFP 10I-0930, any best and final offer, and the Member's purchase order, hereof and supersedes any proposal or prior agreement, oral or written, or any other communications relating to maintenance services for KMBS equipment and it may not be released, discharged, changed, or modified except by an instrument in writing signed by a duly authorized representative of each party. Customer agrees that any Purchase Order or other documentation issued to KMBS covering the equipment or maintenance is issued for purpose of authorization and Customer's internal use only, and any terms and conditions contained therein shall not modify or add to the terms and conditions of the Agreement. This Agreement will not be effective until accepted by an authorized representative of KMBS. Notice of acceptance is hereby waived by Customer. This does not include any stand-alone lease agreement entered into by the Members.

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KMBS MODIFIED STANDARD MAINTENANCE TERMS AND CONDITIONS for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)

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

1. **PAYMENT:** Payment is due within thirty (30) days from the date of the invoice. Should the customer fail to make any payment due hereunder, or be or become insolvent or be a party to of acquiesce in any bankruptcy or receivership proceeding or any similar action affecting the affairs or property of Customer, or violate any aspect of this Agreement, KMBS may (1) refuse to continue to service the equipment or provide Consumable Supplies and may enter Customer's premises to recover any property or equipment owned by KMBS or (2) furnish service on a time, travel and material basis, without prejudice to any other remedies KMBS may have. Reasonable costs, including counsel fees, shall be recoverable by KMBS in the event collection activities, including litigation, are required to collect outstanding amounts due under this Agreement. NO CASH PAYMENTS ACCEPTED. Accepted manners of payment are by major credit card or checks made payable to KMBS.

2. **METER READINGS:** Customer will provide accurate and timely meter readings at the end of each billing period in a manner prescribed by KMBS. KMBS charges for each copy or print, performed by the KMBS equipment included in this Agreement. A copy or print shall be defined as the generation of any document or image on the KMBS equipment. For purposes of this Agreement, all such uses of KMBS equipment shall be referenced herein as a "copy." KMBS shall have access to monitor the meter readings and if meter readings are not received in a timely manner, KMBS may obtain or estimate them and Customer agrees to pay for maintenance services based on estimated meter readings. Customer shall not alter or attempt to alter actual meter reading. Each "8 ½ x 11" copy will be recorded as a single meter click. Each 11" x 17" copy will be recorded as a double meter click. Duplexed copies shall be counted at twice the rate of simplexed copies For models equipped with banner printing capabilities, the following meter click charges shall apply: 18" to 27" = 3 clicks; 27" to 36" = 4 clicks; 36" to 47" - 5 clicks.

3. **SITE PREPARATION & ACCESS:** Customer shall ensure that equipment is paced in an environment that conforms with the manufacturer's specifications and requirements and will bear all cost and expense for any additional necessities required for installation such as telephone and electrical wiring, remodeling, and noise and power filters. Any electrical work external to the equipment (i.e. associated peripheral equipment, power, transmission and phone lines, and modems) and equipment line cord are not covered by this Agreement. Customer shall provide KMBS' personnel with free and full access to the equipment and any necessary operating time for the purposes of furnishing maintenance services. Customer shall arrange and insure that one of its employees is present at all times when KMBS personnel perform maintenance services. Relocation or make ready shipment of equipment is not covered by this maintenance Agreement This service, when requested, will be at the then billable rate of KMBS.

4. **COMMENCEMENT OF SERVICE:** The equipment must be in good condition on the commencement date of this Agreement. KMBS charges for parts and labor required to place the equipment in such condition unless covered under any applicable warranties or a continuous

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maintenance Agreement. KMBS will invoice the customer and this will be in addition to the price set forth on the front hereof.

5. **ADDITIONAL EQUIPMENT:** No maintenance service for additional or substituted equipment will be provided by KMBS until it is accepted by KMBS, in writing, for coverage. KMBS reserves the right to adjust the coverage period for any additional or substituted equipment to assure common renewal dates.

6. **SERVICE INCLUDED:** KMBS' obligations under this Agreement is to provide Basic Maintenance Service on the equipment covered by this Agreement. Basic Maintenance Service is defined as that level of maintenance necessary to maintain the equipment in normal operating condition as set forth in the equipment specifications. Basic Maintenance Services includes labor and/or routine remedial and preventive maintenance service as well as remedial parts and Consumables Supplies, if this option is selected, as defined in section 24. All part replacements shall be on an exchange basis with new or refurbished items. Emergency service calls will be performed at no extra charge during normal business hours. Unless otherwise indicated, normal business hours are 8:30 a.m. to 5:00 pm., Monday through Friday, exclusive of holidays observed by KMBS. Overtime charges, at KMBS' then current rate, will be charged for all service calls outside normal business hours. In addition to any other rights hereunder, KMBS reserves the right to delete discontinued equipment from this Agreement if parts become unavailable for discontinued equipment.

7. **PREVENTIVE MAINTENANCE:** Preventive Maintenance shall be performed on the equipment at the intervals defined by the Technical Service Manuals for the particular model. Preventive Maintenance will include cleaning, lubrication, adjustment, and may be made at the same time remedial service is being performed. KMBS technicians do not carry or deliver consumable supplies (toner, developer, etc.). It is the Customer's responsibility to have the necessary supplies available for the Technician's use.

8. **vCARE MONITORING:** KMBS will deploy and enable its vCARE Solution, which is a Device Relationship Management (DRM) system that interacts with KMBS product(s) for the purpose of automated meter reading, technical performance monitoring, consumable and supply-level monitoring for replenishment, and product status (and as described in KMBS' Digital Needs Analysis).

9. **SELLER'S AGENTS:** Customer acknowledges that it has been advised that no agent, employee, or representative of KMBS has any authority to bind KMBS to any affirmation, promise, representation, or warranty concerning any of the equipment or services. Unless an affirmation, promise, representation, or warranty is specifically set forth in this Agreement it does not form a basis of this bargain and shall not be enforceable against KMBS.

10. **DISCLAIMER:** This Agreement does not cover service required due to malfunction of parts, attachments, or supplies of non-KMBS manufacture. When the use of a particular supply item may cause machine damage or require excessive servicing, KMBS, upon notice to Customer, will not

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continue remedial or preventive service for that equipment. By introducing supplies of differing manufacture into the KMBS equipment Customer accepts the responsibility to pay for any remedial or corrective service required. Any alterations, modifications or changes to the equipment by someone other than KMBS, including Customer, may result in termination of this Agreement. Without prior authorization, this Agreement does not apply to any equipment which ceases to be at the customer location described on the front side hereof. This Agreement does not apply to any equipment lost or damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty or any other natural force, and any loss or damage occurring from any of the foregoing is specifically excluded from this Agreement. Customer warrants and represents that the equipment will be used for business purposes, and not for personal, family, or household purposes.

11. **AUTOMATIC RENEWAL:** Intentionally deleted.

12. **ESCALATION:** Intentionally deleted.

13. **EARLY TERMINATION CHARGE:** In the event Customer terminates prior to the expiration of the initial term of this Agreement without cause or in the event KMBS terminates this Agreement prior to the end of the initial term due to Customer's material breach, KMBS will bill and Customer will be responsible to pay an early termination charge as liquidated damages, and not as a penalty. Early termination charges will be calculated in the following manner: i) KMBS will average the three (3) most recent billing periods of KMBS maintenance to arrive at an average maintenance figure, then ii) multiply that figure by the number of remaining billing periods in the remaining unexpired term, and then iii) divide that number by two (2).

14. **NETWORK INTEGRATION:** If Network Integration services are provided by KMBS, Customer warrants that the KMBS Digital Needs Analysis ("DNA") has been accurately completed and KMBS may rely on the information contained in the DNA in providing network integration services. KMBS reserves the right to assess additional charges for service due to Customer's modification of its network, software, or operating system(s).

15. **ASSIGNMENT:** Customer may not assign this Agreement, without KMBS' express written consent. In the event that KMBS assigns or subcontracts any of its obligations under this Agreement, KMBS shall remain primarily responsible to perform those obligations. Any claim or defense Customer may have relating to those obligations must be asserted only against KMBS and not its assignee. KMBS may assign, without notice to Customer, any of its rights under this Agreement.

16. **NOTICES:** All notices required to be given under this Agreement shall be in writing and shall be sent by U.S. first class mail to the parties as follows: To Customer at the address listed on the front of this Agreement and to KMBS, at 100 Williams Drive, Ramsey, NJ 07446, Attention: Office of Direct Administration.

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KMBS MODIFIED STANDARD MAINTENANCE TERMS AND CONDITIONS for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)

17. **INDEMNIFICATION:** Customer shall bear all risk of theft, loss or damage not caused by KMBS employees or agents, to all Equipment delivered and accepted under this Agreement. Customer agrees to indemnify, defend and hold harmless KMBS, its officers, directors, employees and agents from all loss, liability, claims or expenses (including reasonable attorney's fees) arising out of Customer's use of the equipment, including but not limited to liabilities arising from illegal use of KMBS equipment as well as bodily injury, including death, or property damage to any person, unless said injuries, death or property damage was caused solely as the result of a negligent or intentional act or omission by KMBS.

18. **WARRANTY:** KMBS WARRANTS THAT THE SERVICES SHALL BE PERFORMED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS FOR THE EQUIPMENT. KMBS MAKES NO OTHER WARRANTIES WHATSOEVER EXPRESS OR IMPLIED WITH REGARD TO THE SERVICE. THE SOFTWARE INCLUDED WITH THE EQUIPMENT OR ITS INSTALLATION, AND MAINTENANCE, AND EXPRESSLY EXCLUDES ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

19. **REMEDY LIMITATIONS:** The equipment may not be returned to KMBS without KMBS' written consent. CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE REPAIR OF THE EQUIPMENT OR REPLACEMENT OF A NONCONFORMING PART, AT THE OPTION OF KMBS. THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES FOR ANY PROVEN BREACH OF THIS AGREEMENT (INCLUDING WARRANTY). THE PARTIES RESERVE THE RIGHT TO RECOVER CONTRACT DAMAGES ALLOWED VIA THIS AGREEMENT. KMBS' LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE COVER DAMAGES ON THE COST OF ALTERNATE MAINTENANCE SERVICES AND/OR CONSUMABLES PURCHASED BY THE CUSTOMER. KMBS SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES DUE TO LOSS OF DATA OR INFORMATION OF ANY KIND. LOSS OF OR DAMAGE TO REVENUE, PROFITS OR GOODWILL, DAMAGES DUE TO ANY INTERRUPTION OF BUSINESS, DAMAGE TO CUSTOMER'S COMPUTERS OR NETWORKS, EVEN IF KMBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

20. **APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of Arizona without regard to choice of law principles. In the event of litigation or other proceedings by KMBS to enforce or defend any term or provision of this Agreement, Customer agrees to pay all roses and expenses sustained by KMBS, including but not limited to, reasonable attorney's fees. Customer further agrees to litigate any dispute concerning this matter in the courts of the state of Arizona, consents to jurisdiction in that forum.

21. **FORCE MAJEURE:** Neither party shall be responsible for delays or failure in performance of this Agreement (other than failure to make payment) to the extent that such party was hindered in its performance by any act of God, civil commotion, labor dispute, or any other occurrence beyond its reasonable control.

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KMBS MODIFIED STANDARD MAINTENANCE TERMS AND CONDITIONS for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)

22. **WAIVER & SEVERABILITY:** Failure by KMBS to enforce any provisions of this Agreement or any rights hereunder, or failure to exercise any election provided for herein, Shall in no way be considered a waiver of such provisions, rights, or elections, or in any way affect the party's right to later enforce or exercise the same or other provisions, rights, or elections it may have under this Agreement. If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of the remaining provisions of this Agreement.

23. **ORIGINAL DOCUMENT:** Customer further agrees (a) that facsimile or electronic signatures shall be accepted as original signatures; and (b) that this Agreement or any document created pursuant to this Agreement, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. KMBS may accept orders electronically from Customer pursuant to this Agreement. Neither party shall raise any objection to the authenticity of this Agreement or any document created hereunder, based on either the use of a facsimile signature or the use of a copy retrieved from an electronic storage system.

24. **SUPPLIES INCLUDED IN THE BASE/PRINT CHARGE:** If this option has been selected, KMBS (or designated servicer) will provide Customer with certain types and quantities of Consumable Supplies. Consumable Supplies are defined as the toner, developer, copy cartridges and PM kits necessary to ensure that the equipment operates within the equipment specifications throughout the term of this Agreement. Customer agrees that the Consumable Supplies are KMBS property until used by Customer. Customer will use Consumable Supplies only with the contracted equipment and run them to their cease-function point. Customer shall not remove the Consumable Supplies from the location designated as Customer's address on the first page of this Agreement. Customer shall not sell, resell or otherwise transfer any Consumable supplies to any other entity. Customer will return any unused Consumable Supplies to KMBS at the end of this Agreement. Customer shall use reasonable care to store and protect KMBS Consumable Supplies located at Customer's location for Customer's convenience. Customer bears risk of loss of KMBS unused Consumable Supplies in the event of theft, fire or other mishap. Should Customer's use of Consumable Supplies exceed the Manufacturer Recommended Yields for the applicable unit by more than 6% in any given month, or should KMBS, in its reasonable discretion, determine that Consumable Supplies are being abused in any fashion, Customer agrees that KMBS shall have the right to charge for any such excess or improper usage. The Manufacturer's Recommended Yields for the Consumable Supplies are set forth in http://www.mykmbs.com for Audit Rights. During the term of this Agreement and during the Sixty (60) day period immediately following the Term, KMBS shall have the right, upon reasonable notice or in connection with a maintenance call, to audit Customer's usage of Consumable Supplies. The audit will be conducted by comparing the records generated by the equipment to the Manufacturer's Recommended Yields. If the audit reveals that Customer has exceeded the Manufacturer's Recommended Yield for the applicable unit, then Customer shall promptly pay to KMBS an amount for the excess Consumable Supplies usage, based on the then current rate for the applicable Consumable Supply. KMBS reserves the right to charge Customer for shipping and handling charges incurred by KMBS for the delivery of any excess Consumable Supplies delivered to Customer.

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25. **ENTIRE AGREEMENT:** The entire Agreement between Customer and KMBS on the subject matter, inclusive of RFP 10I-0930, any best and final offer, and the Member's purchase order, hereof and supersedes any proposal or prior agreement, oral or written, or any other communications relating to maintenance services for KMBS equipment and it may not be released, discharged, changed, or modified except by an instrument in writing signed by a duly authorized representative of each party. Customer agrees that any Purchase Order or other documentation issued to KMBS covering the equipment or maintenance is issued for purpose of authorization and Customer's internal use only, and any terms and conditions contained therein shall not modify or add to the terms and conditions of the Agreement. This Agreement will not be effective until accepted by an authorized representative of KMBS. Notice of acceptance is hereby waived by Customer. This does not include any stand-alone lease agreement entered into by the Members.

26. **DIGITAL SUPPORT SERVICE (DSS):** If this option has been selected, DSS provides Customer access to KMBS Digital Solution Center (DSC) telephonically or by electronic access. DSS includes technical support on items specified on the DSS Supported Products List including Digital Multi-Function Devices, General Office Applications, Graphic and Design Applications and Desktop Operating Systems. Customer may access expert level support by telephone or electronically. DSC support is available during the hours of 8:00a.m. and 6:00 p.m., Eastern Time, Monday through Friday, excluding KMBS observed holidays. DSC hours are subject to change by KMBS. Customer system(s) must be in good working condition. DSS does not include parts or labor related to network / computer problems not directly involved in the printing or scanning network or fax workflow. Customer network changes, attachments or additions may require additional DSS charges. KMBS reserves the right to terminate DSS services in the event that any of Customer changes, alterations or attachments makes it impractical for KMBS to provide DSS. Customer is responsible for performing normal operator functions, system backups, virus scans, and network security functions on a regular basis. The monthly rate for DSS is $10 per serial number.

EXHIBITC

Mohave Educational Services Cooperative Contract No. ~~101~~ 15M-KMBS-012~~7~~8

METHOD AND AMOUNT OF COMPENSATION

Method of payment and amount of compensation is provided in the Mohave Education Services Cooperative Contract No. 101-KMBS-0127.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed $49,999.