

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number
18-378 A-4

SAP Number
4400008411

Arrowhead Regional Medical Center

Department Contract Representative	<u>William L. Gilbert</u>
Telephone Number	<u>(909) 580-6150</u>
Contractor	<u>Konica Minolta Business Solutions U.S.A., Inc.</u>
Contractor Representative	<u>David Mount</u>
Telephone Number	<u>(909) 801-5275</u>
Contract Term	<u>July 1, 2018 through March 30, 2024</u>
Original Contract Amount	<u>\$3,759,459</u>
Amendment Amount	<u>\$210,000</u>
Total Contract Amount	<u>\$3,969,459</u>
Cost Center	<u>8480</u>

AMENDMENT NO. 4

San Bernardino County on behalf of Arrowhead Regional Medical Center ("County") and Konica Minolta Business Solutions U.S.A., Inc. ("Contractor"), agree to amend the terms of the Agreement with an effective date of July 1, 2018 ("Contract"), as follows, effective on January 1, 2024:

1. Section D of the Contract is deleted in its entirety and replaced with the following:

D. TERM OF CONTRACT

This Contract is effective as of July 1, 2018 and expires March 30, 2024 but may be terminated earlier in accordance with the provisions of this Contract.

The County and the Contractor each reserve the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice, Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

2. Section F.2 of the Contract is amended and replaced with the following:

F.2 The total amount of payments under this Contract shall not exceed \$3,969,459.

3. Replace Attachment A to the Contract with Attachment A to this Amendment to reflect the new rates as of January 1, 2024.
4. Replace Appendix I to the Contract with Appendix I to this Amendment to add/update the list of print devices at ARMC to reflect 1,231 devices under this Contract.
5. All additions and deletions to the Contract of print devices will be at \$37.00 per Color Multi-Function Printer (MFP) per month and \$30.00 per month for black and white MFP, thermal printer and fax machines.
6. All other terms and conditions of the Contract shall remain in full force and effect.
7. Contractor has disclosed to the County using Exhibit A - Campaign Contribution Disclosure Senate Bill 1439, attached hereto, whether it has made any campaign contributions of more than \$250 to any member of the County Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the 12 months before the date this Amendment was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Amendment.

In the event of a further proposed amendment to the Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

8. This Amendment No. 4 ("Amendment") may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email transmissions), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

[SIGNATURE PAGE FOLLOWS]

SAN BERNARDINO COUNTY

► Dawn Rowe
Dawn Rowe, Chair, Board of Supervisors

Dated: DEC 19 2023
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By Lynna Monell
Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County
Deputy



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

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

By ► Lyon J Peraji
Lyon J Peraji (Dec 1, 2023 13:11 PST)
(Authorized signature - sign in blue ink)

Name Lyon J Peraji
(Print or type name of person signing contract)

Title Market Vice President
(Print or Type)

Dated: Dec 1, 2023

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form
► [Signature]
Charles Phan, Deputy County Counsel
Date 12/6/2023

Reviewed for Contract Compliance
► _____
Date _____

Reviewed/Approved by Department
► [Signature]
William L. Gilbert, Director
Date 12/6/23



Exhibit A
Campaign Contribution Disclosure
(SB 1439)

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidiary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: Konica Minolta Business Solutions

2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
Yes If yes, skip Question Nos. 3-4 and go to Question No. 5
No

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: _____

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s): Publicly
Traded

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
N/A	

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
N/A		

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):
N/A		

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
N/A	

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer on or after January 1, 2023, by any of the individuals or entities listed in Question Nos. 1-8?

No If no, please skip Question No. 10.

Yes If yes, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: N/A

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members/County elected officer to whom anyone listed made campaign contributions.

By signing the Amendment, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Amendment is being considered and for 12 months after a final decision by the County.

Attachment A



Agreement Between Konica Minolta Business Solutions U.S.A., Inc. and:

Customer	SBCO Arrowhead Regional Medical Center	Sold to ID	228430		
Address	400 N Pepper Ave				
City	Colton	State	CA	ZIP	92324
Invoice Address	400 N Pepper Ave				
City	Colton	State	CA	ZIP	92324
Customer Email	accounts payable@amsc.sbcounty.gov				

Monthly Printer Pricing

Device Description	CPP Pricing	CPP Print Allowance (Volume)	Flat Rate (Price Per Device)	Unit/Date 2.1 (Price Per Device)	No. of Devices (Quantity)	Base Fee (Price)
Network Color				\$ 48.99	208	\$ 12,129.32
Network Mono				\$ 38.99	774	\$ 30,178.26
Local Color						
Local Mono						
Thermal/Label Printer <small>On Site Next Business Day Service*</small>				\$ 34.99	189	\$ 6,614.42
Thermal/Label Printer <small>Advanced Turnnight Support**</small>						
Thermal/Label Printer <small>Special Service**</small>						
Scanner						
MFC Printer						
Specialty						
Total Monthly Base Cost Upon Contract Signing						\$ 49,922.00

* On Site Next Business Day Service for Industrial Models
** Advanced Turnnight Repairs and Special Service for Industrial Models
Flat rate monthly pricing will change as devices are added to the contract

For additional pricing, use separate attachment. For initial device inventory, see fleet report detail.

Agreement Effective Date	1/1/2024	Term	3 Months
P.O. Number (if required)		PO Expiration Date	

Covered Sites – KMBS will provide service on supported products at the listed sites:

Address	Service/Supply Contact
City	Subject In Email
State ZIP	Subject Out Phone
Address	Service/Supply Contact
City	Subject In Email
State ZIP	Subject Out Phone
Address	Service/Supply Contact
City	Subject In Email
State ZIP	Subject Out Phone

For larger lists of covered sites, use separate document (Excel, Word, etc.) and attach.

Appendix I
ARMC PRINTER DEVICE LIST

Mono			
BR4100	19	HPLJM607	4
BRFAX2840	2	HPLJM608	30
BRHL5440	2	HPLJM608N	5
BRMFC8500	1	HPLJM611	26
DELL1130N	2	HPLJP1102W	4
DL2350DN	1	HPLJP2014	1
DLS2830DN	1	HPLJP2015	35
HPLJ1000	1	HPLJP2035	11
HPLJ1200	2	HPLJP2055	28
HPLJ1300	1	HPLJP2055D	4
HPLJ1320	47	HPLJP3015	10
HPLJ2055DN	1	HPLJP3015N	1
HPLJ4000	1	HPLJP4014	50
HPLJ4101	1	HPLJP4015	51
HPLJ4200	2	HPLJP4515	1
HPLJ4250	6	HPLJPM401	61
HPLJ4250DTN	1	HPLJPM402DN	4
HPLJ425DN	4	HPLPM402DNE	3
HPLJ4350	1	HPM404DN	56
HPLJ9050	1	HPP2055	2
HPLJM1536DNF	1	LXMS310D	1
HPLJM401N	11	LXMS415DN	1
HPLJM402N	60	LXMS521DN	1
HPLJM404N	70	MUF116P	1
HPLJM426FDN	6	OKIB721DN	1
HPLJM428	5	SSSF760	1
HPLJM506DN	4	T642	1
HPLJM521DN	1		774
HPLJM525DN	1		
HPLJM525F	1		
HPLJM601	79		
HPLJM601DN	7		
HPLJM602	14		
HPLJM602DN	1		
HPLJM602X	1		
HPLJM603DN	2		
HPLJM604DN	2		
HPLJM604N	16		
HPLJM605N	1		

Color		
BRHL3170CDW		1
HPCLJ2600N		2
HPCLJCP2025DN		6
HPCLJCP4025DN		1
HPCLJCP4525DN		1
HPCLJM276NW		1
HPCLJM553N		10
HPCLJPM475DN		1
HPLJ1525NW		2
HPLJ551		6
HPLJC4600		1
HPLJC4700		2
HPLJCP1215		1
HPLJM177		1
HPLJM251		33
HPLJM252DW		37
HPLJM255		13
HPLJM451		12
HPLJM452DN		17
HPLJM452NW		3
HPLJM454DN		38
HPLJM477FNW		2
HPLJM479FDN		30
HPLJM570DN		2
HPLJPM254DW		44
LXC935		1
		268

Thermal		
CL-S700II		67
CL-E300		49
CL-S521		60
FMCM5		2
FMCM5		1
FMCM6		2
RW513		1
ZB105SL		1
ZBGK420		2
ZBGX420D		1
ZBZD420		2
ZBZM400		1
		189