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AN ORDINANCE 2015-06-18-0525

AUTHORIZING THE CITY TO PARTICIPATE IN AN INTERLOCAL COOPERATIVE PURCHASING AGREEMENT WITH THE REGION 16 EDUCATION SERVICE CENTER PURCHASING COOPERATIVE (TEXBUY), AND AUTHORIZING A CONTRACT WITH KONICA MINOLTA TO PROVIDE A PRINT MANAGEMENT SOLUTION FOR THE SAN ANTONIO PUBLIC LIBRARY, FOR A TOTAL COST OF $1,425,854.00, FUNDED THROUGH ESTIMATED REVENUE.

* * * * *

WHEREAS, the San Antonio Public Library has identified the need to improve public service through an enhanced pay for print and copy solution, as well as its public computer access and print releasing services, and has found after a thorough evaluation that the offer submitted by Konica Minolta would provide the San Antonio Public Library with the best Print Management Solution; and

WHEREAS, Texas local governmental entities are authorized by the "Texas Interlocal Cooperation Act," Chapter 791 of the Texas Government Code, to participate in cooperative purchasing programs with other local governmental entities; and

WHEREAS, TexBuy is a cooperative purchasing program which would allow the City to enter into an Interlocal Agreement with the Region 16 Education Service Center Purchasing Cooperative in order to make use of such contracts that would be of benefit to the City, which would include this agreement with Konica Minolta; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City of San Antonio is hereby authorized to utilize and contract through the Region 16 Education Service Center Purchasing Cooperative (TexBuy) for this and future ordinances. A copy of the Interlocal Agreement is attached hereto and is incorporated by reference as **Attachment I**. A contract with Konica Minolta to provide a Print Management Solution for the San Antonio Public Library, for a total cost of $1,425,854.00, through the Interlocal Agreement with TexBuy, is hereby approved. A copy of the contract is attached hereto and is incorporated by reference as **Attachment II**. The Director or their designee is authorized to execute the Interlocal Agreement, contract and any related documents.

SECTION 2. Funding in the amount of $24,900.00 for this ordinance is available for Fund 11001000, Cost Center 0402010001 and General Ledger 5202025, as part of the Fiscal Year 2015 Budget.

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6/18/2015
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SECTION 3. Additional funding in the amount of $1,400,954.00 for this ordinance is contingent upon City Council approval of subsequent fiscal year budgets.

SECTION 4. Payment not to exceed the budgeted amount is authorized to Konica Minolta and should be encumbered with a purchase order.

SECTION 5. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 6. This ordinance shall be effective immediately upon passage by eight affirmative votes; otherwise it shall be effective on the tenth day after passage hereof.

PASSED and APPROVED this 18th day of June, 2015.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Martha G. Sepeda, Acting City Attorney

Agenda Item:	**6 (in consent vote: 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 24, 25A, 25B, 25C, 25D, 25E, 25F, 25G, 25H, 26, 28, 29, 30, 31, 32, 33, 34, 35A, 35B, 36, 37, 38, 39, 41, 42, 43, 44, 45, 46, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64A, 64B, 65A, 65B, 66A, 66B, 66C, 67A, 67B, 67C, 68A, 68B, 68C, 69A, 69B, 69C, 69D, 70A, 70B, 70C, 70D, 70E)**
Date:	06/18/2015
Time:	10:00:14 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing the City to participate in an Interlocal Cooperative Purchasing Agreement with the Region 16 Education Service Center Purchasing Cooperative (TexBuy), and authorizing a contract with Konica Minolta to provide a Print Management Solution for the San Antonio Public Library, for a total cost of $1,425,854.00, funded through estimated revenue. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Director, Finance]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Trevino	District 1		x				
Alan Warrick	District 2		x				x
Rebecca Viagran	District 3	x					
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x			x	
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

CITY OF SAN ANTONIO

PURCHASING DIVISION / FINANCE DEPARTMENT

REQUEST FOR OFFER ("RFO") NO.: 6100005633

PRINT MANAGEMENT SOLUTION FOR SAN ANTONIO PUBLIC LIBRARY

Date Issued: May 27, 2015

RESPONSES MUST BE RECEIVED **NO LATER** THAN:
10:00 AM MAY 29, 2015

Responses may be submitted by any of the following means:
Electronic submission through the Portal
Hard copy in person or by mail

Address for hard copy responses:

Physical Address:
Purchasing Division / Finance Department
IT Procurement Office
515 S. Frio Street
San Antonio, Texas 78207

Mailing Address:
Purchasing & General Services
P.O. Box 839966
San Antonio, Texas 78283-3966

For Hard Copy Submissions, Mark Envelope

"PRINT MANAGEMENT SOLUTION FOR SAN ANTONIO PUBLIC LIBRARY"

Offer Due Date: 10:00 A.M., MAY 29, 2015

RFO No.: 6100005633

Offeror's Name and Address

Bid Bond: Performance Bond: Payment Bond: Other:

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: DBE / ACDBE Requirements:

See Instructions for Offerors and Attachments sections for more information on these requirements.

Pre-Submittal Conference * NO

* If YES, the Pre-Submittal conference will be held on at at .

Staff Contact Person: JORGE GARCIA, PROCUREMENT MANAGER, P.O. Box 839966, San Antonio, TX 78283-3966
Email: JORGE.GARCIA@SANANTONIO.GOV

ATTACHMENT I

002 - TABLE OF CONTENTS

No table of contents entries found.

003 - INSTRUCTIONS FOR OFFERORS

Submission of Offers.

Submission of Hard Copy Offers. Submit one original offer, signed in ink, and two copies of the offer enclosed in a sealed envelope addressed to the Purchasing and General Services Department at the address and by the due date provided on the Cover Page. The name and address of offeror, the offer due date and RFO number and title shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any offer or modification received after the time and date stated on the Cover Page shall be rejected.

Submission of Electronic Offers. Submit one offer electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any offer or modification received after the time and date stated on the Cover Page shall be rejected. All forms in this solicitation which require a signature must have a signature affixed thereto, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

Offers may be sent to City by facsimile or email.

Modified Offers. Offers may be modified provided such modifications are received prior to the time and date set for submission of offers, and submitted in the same manner as original offers. For hard copy offers, provide a cover letter with the offer, indicating it is a modified offer and that the Original offer is being withdrawn. For electronic offers, a modified offer will automatically replace a prior offer submission. See below for information on submitting Alternate Offers.

City shall not be responsible for lost or misdirected offers or modifications.

Offerors must sign the Signature Page on hard copy offers and return the RFO document to City. For electronic offers, Offeror's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes.

Offerors are cautioned that they are responsible for the security of their log on ID and password, since unauthorized use could result in Offeror's being held liable for the submission.

Certified Vendor Registration Form. If Offeror has not completed the City's Certified Vendor Registration (CVR) Form, Offeror is required to do so prior to the due date for submission of offers. The CVR form may be accessed at http://www.sanantonio.gov/purchasing/. Offerors must identify the correct name of the entity that will be providing the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short-hand names will be accepted in place of the full, true and correct legal name of the entity.

Alternate Offers. Alternate offers may be allowed at the sole discretion of City.

Hard Copy Alternate Offers. Hard copy alternate offers must be submitted in separate sealed envelopes in the same manner as submission of other offers. Alternate offers must be marked consecutively on the envelope as Alternate Offer No. 1, 2, etc. Failure to submit alternate offers in separate envelopes may result in rejection of an offer.

Electronic Alternate Offers Submitted Through the Portal. All alternate offers are recorded with original offers when submitted electronically.

Catalog Pricing. (This section applies to offers using catalog pricing, unless this is a cooperative purchase.)

The offer will be based on manufacturer's latest dated price list(s). Said price list(s) must denote the manufacturer, latest effective date and price schedule.

Offerors shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which an offer is submitted. Offeror shall provide said catalog at the time of submission of its offer. Manufacturers' catalogs may be submitted in any of the following formats: paper copy or CD ROM for bids submitted on paper, or PDF file for offers submitted electronically.

Offerors may submit price lists other than the manufacturer's price list. Said price list(s) must denote the company name, effective date and price schedule. These price lists are subject to approval of the City Purchasing & General Services Department.

Specified items identified herein, if any, are for overall offer evaluation and represent the commonly and most used items. Net prices entered for those specified items must reflect the actual price derived from quoted price list less all discounts offered.

Restrictions on Communication.

Offerors are prohibited from communicating with: 1) elected City officials and their staff regarding the RFO or offers from the time the RFO has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFO has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFO and/or offer submitted by Offeror. Violation of this provision by Offeror and/or its agent may lead to disqualification of the offer from consideration.

Exceptions to the restrictions on communication with City employees include:

Offerors may ask verbal questions concerning this RFO at the Pre-Submittal Conference.

Offerors may submit written questions, or objections to specifications, concerning this RFO to the Staff Contact Person listed on the Cover Page on or before calendar days prior to the date offers are due. Questions received after the stated deadline will not be answered. Questions submitted and the City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

Offerors may provide responses to questions asked of them by the Staff Contact Person after responses are received. The Staff Contact Person may request clarification to assist in evaluating the Offeror's response. The information provided is not intended to change the offer response in any fashion. Such additional information must be provided within two business days from City's request.

Offerors and/or their agents are encouraged to contact the Small Business Office of the International and Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form (s), if any. The point of contact is identified on the Cover Page. Contacting the Small Business Office regarding this RFO after the due date is not permitted. If this solicitation contains Affirmative Procurement Initiatives, it will be noted on the Cover Page.

If this solicitation contains DBE/ACDBE requirements, respondents and/or their agents may contact the Aviation Department's DBE/ACDBE Liaison Officer for assistance or clarification with issues specifically related to the DBE/ ACDBE policy and/or completion of the required form(s). Point of contact is Ms. Lisa Brice, who may be reached via telephone at (210) 207-3505 or through e-mail at lisa.brice@sanantonio.gov. Respondents and/or their agents may contact Ms. Brice at any time prior to the due date for submission of bids. Contacting her or her office regarding this RFO after the due date is not permitted. If this solicitation contains DBE/ACDBE requirements, it will be noted on the Cover Page.

Pre-Submittal Conference.

If a Pre-Submittal Conference is scheduled, it will be held at the time and place noted on the Cover Page. Offerors are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received prior to the conference may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

This meeting place is accessible to disabled persons. Call the Staff Contact Person for information on the location of the wheelchair accessible entrance, or to request an interpreter for the deaf. Interpreters for the deaf must be requested at least 48 hours prior to the meeting. For other assistance, call (210) 207-7245 Voice/TTY.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on City.

Changes to RFO.

Changes to this RFO made prior to the offer due date shall be made directly to the original RFO. Changes are captured by creating a replacement version each time the RFO is changed. It is Offeror's responsibility to check for

new versions until the offer due date. City will assume that all offers received are based on the final version of the RFO as it exists on the day offers are due.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFO.

Preparation of Offers.

All information required by the RFO must be furnished or the offer may be deemed non-responsive and rejected. Any ambiguity in the offer as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of City.

Correct Legal Name. If an Offeror is found to have incorrectly or incompletely stated the name of the entity that will provide goods and/or services, the offer may be rejected.

Line Item Offers. Any offer that is considered for award by each unit or line item, must include a price for each unit or line item for which Offeror wishes to be considered. All offers are awarded on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" offer in the Supplemental Terms & Conditions.

All or None Offers. Any offer that is considered for award on an "all or none" basis must include a price for all units or line items. In an "All or None" offer, a unit price left blank shall result in the offer being deemed nonresponsive and disqualified from consideration. An "All or None" offer is one in which City will award the entire contract to one offeror only.

Delivery Dates. Proposed delivery dates must be shown in the offer form where required and shall include weekends and holidays, unless specified otherwise in this RFO. Proposed delivery times must be specific. Phrases such as "as required", "as soon as possible" or "prompt" may result in disqualification of the offer. Special delivery instructions, if any, may be found in the Specifications / Scope of Services section of this document, or in the Purchase Order.

Tax Exemption. The City of San Antonio is exempt from payment of federal taxes, and State of Texas limited sales excise and use taxes. Offerors must not include such taxes in offer prices. An exemption certificate will be signed by City where applicable upon request by Offeror after contract award.

Samples, Demonstrations and Pre-award Testing. If requested by City, Offeror shall provide product samples, demonstrations, and/or testing of items offered to ensure compliance with specifications prior to award of the contract. Samples, demonstrations and/or testing must be provided within 7 calendar days of City's request. Failure to comply with City's request may result in rejection of an offer. All samples (including return thereof), demonstrations, and/or testing shall be at Offeror's expense. Samples will be returned upon written request. Requests for return of samples must be made in writing at the time the samples are provided. Otherwise, samples will become property of City at no cost to City. Samples that are consumed or destroyed during demonstrations or testing will not be returned.

Estimated Quantities for Annual Contracts.

Designation as an "annual" contract is found in the contract's title on the Cover Page of this document. The quantities stated are estimates only and are in no way binding upon City. Estimated quantities are used for the purpose of evaluation. City may increase or decrease quantities as needed. Where a contract is awarded on a unit price basis, payment shall be based on the actual quantities supplied.

Offerors shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.

Offerors shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment, or conditions and sites/locations for providing goods and services as required by this RFO. No plea of ignorance by Offeror will be accepted as a basis for varying the requirements of City or the compensation to Offeror.

Confidential or Proprietary Information. All offers become the property of City upon receipt and will not be returned. Any information deemed to be confidential by Offeror should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Offeror may not be considered confidential under Texas law, or pursuant to a

Court order. Pricing may be tabulated and posted to City's website, so shall not be considered proprietary or confidential.

Costs of Preparation. Offeror shall bear any and all costs that are associated with the preparation of the Offer, attendance at the Pre-Submittal conference, if any, or during any phase of the selection process.

Rejection of Offers.

City may reject any and all offers, in whole or in part, cancel the RFO and reissue the solicitation. City may reject an offer if:

Offeror misstates or conceals any material fact in the offer; or

The offer does not strictly conform to law or the requirements of the offer;

The offer is conditional; or

Any other reason that would lead City to believe that the offer is non-responsive or Offeror is not responsible.

City, in its sole discretion, may also waive any minor informalities or irregularities in any offer, such as failure to submit sufficient offer copies, failure to submit literature or similar attachments, or business affiliation information.

Changes to Offer Form. Offers must be submitted on the forms furnished. Offers that change the format or content of City's RFO may be rejected.

Withdrawal of Offers. Offers may be withdrawn prior to the due date. Written notice of withdrawal shall be provided to the Staff Contact Person for offers submitted in hard copy. Offers submitted electronically may be withdrawn electronically.

Evaluation and Award of Contract.

City reserves the right to make an award on the basis of City's best interests. Award may also be made based on low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" offer in the Supplemental Terms & Conditions.

A written award of acceptance, manifested by a City Ordinance, and a purchase order furnished to Offeror results in a binding contract without further action by either party. Offeror must have the Purchase Order before making any delivery.

City reserves the right to delete items prior to the awarding of the contract, and purchase said items by other means.

Inspection of Facilities/Equipment. Depending on the nature of the RFO, Offerors' facilities and equipment may be a determining factor in making the offer award. All Offerors may be subject to inspection of their facilities and equipment.

Prompt Payment Discount.

Provided Offeror meets the requirements stated herein, City shall take Offeror's offered prompt payment discount into consideration. The evaluation will not be based on the discount percentage alone, but rather the net price as determined by applying the discount to the offer price, either per line item or total offer amount. However, City reserves the right to reject a discount if the percentage is too low to be of value to City, all things considered. City may also reject a discount if the percentage is so high as to create an overly large disparity between the price City would pay if it is able to take advantage of the discount and the price City would pay if it were unable to pay within the discount period. City may always reject the discount and pay within the 30 day period, at City's sole option.

City will not consider discounts that provide fewer than 10 days to pay in order to receive the discount.

For example, payment terms of 2% 5, Net 30 will NOT be considered in offer evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the offer price during offer evaluation, and City will take the 2% discount if the invoice is paid within the 10 day time period.

Prohibited Financial Interest. The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City

or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Conflict of Interest. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or offers, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. Offeror should consult its own legal advisor with questions regarding the statute or form. Do not include this form with your sealed offer. The Purchasing Division will not deliver the form to the City Clerk for you.

004 - SPECIFICATIONS / SCOPE OF SERVICES

The City of San Antonio Public Library, hereafter the "Library," is seeking a flexible solution for enhancing and managing its public copying/printing equipment, its payment services, and its public computer access & print releasing services. Library currently maintains approximately 976 public access computers (≈742 desktops and ≈2 34 laptops). Library will evaluate lease and purchase offers for:

1. A full turn-key integrated solution that includes all three components:

    a. an Office Print & Copy Equipment Management solution
    b. a Payment Management solution, AND
    c. a Public Computer Access & Print Release Management solution.

Pricing for all hardware, software, monthly usage rates and annual maintenance should be included. The Library is seeking a turnkey solution for a vendor that will be responsible for delivery of the scope of services. The proposed offering must be a lease offering.

Offer inclusive of leasing option should be in accordance with TexBuy AEPA Purchasing Cooperative, IFB#013.1.

Service components desired are listed below:

1. Office Print & Copy Equipment Management
    a) To include and maintain print, copy, and scan equipment
    b) Preferably to also include supplies (e.g. toner and staples)

2. Payment Management
    a) To include a PCI / EVM compliant, public payment solution for printing, copying, and scanning that includes a self-payment capability.
3. Public Computer Access & Print Release Management
    a) To allow patrons to reserve and access public computers while enforcing Library policies and rules governing their use.
    b) To allow patrons to send and release print jobs from public computers.

General Requirements

The solution shall be able to deliver patron printing/copying/scanning services and automatically enforce library defined rules and regulations governing their use. (e.g. different charges for black and white vs. color documents).

The solution shall allow Patrons to be able to pay for print/copy/scan services with little to no staff involvement.

The solution should allow Patrons to be able to print/copy/scan with little to no staff involvement.

Preferably, solution shall be able to process and track all patron funds paid to the Library, whether the transactions are made over the counter, via a self-service kiosk, or online.

The City currently has a Merchant Banking Agreement with Chase Paymentech that must be adhered to as part of this solution.

Library Background and Administrative Information

The Library consists of 25 branch locations and a Central Library. The City expects to add three (3) additional branch library locations within the next five (5) years.

Library Current Technical Environment

Network:

Each branch is equipped with a one (1) Gbps Local Area Network to connect public and staff PCs to the Library's Wide Area Network (WAN).

Integrated Library System (ILS):

Millennium ILS by Innovative Interfaces
Public Computers (running Microsoft Windows 7)

PC Reservation System:

The Library uses Comprise Technologies' Smart Access Management (SAM) system to assign patrons to public PCs and to manage session time limits.

Security:

The Library uses Windows group policies and the third-party security program Deep Freeze to protect public PCs from tampering.

Software:

Public PCs are equipped with Google Chrome and Internet Explorer browser software and Microsoft Office 2010 and run Windows 7, 32-bit.

Filtering

All public Internet access is filtered to block websites categorized as "Pornography" and "Illegal Downloads" by CISCO Iron Port, the Library's Internet filtering appliance.

Americans with Disabilities Act (ADA) stations

The Library provides ADA stations for the visually impaired, equipped with Jaws, Magic, and OpenBook software.

Public Printing

Each library location is equipped with at least one (1) black and white printer networked to public PCs. Central Library has multiple black and white printers networked to Public PCs. Patrons can send jobs to the printer from any public PC in a location. The Library employs a "print release" methodology, again utilizing Comprise Technologies' Smart Access Management System. The Library charges $0.25 for each black and white page. The Library does not currently offer color printing.

Each location is equipped with at least one (1) coin and bill acceptor for patrons to self-pay for printing services. Central Library has multiple coin and bill acceptors. A patron establishes a computer user account through Comprise Technologies' Smart Access Management system, which is tied to their library card number. Computer user information is maintained in a separate database, which is authenticated against the patron database in the ILS. Using the coin and bill acceptor the patron can self-pay for existing print jobs using cash and coins only; they do not accept credit/debit cards.

Photocopying

Each library location is equipped with at least one single, stand-alone photocopier and a coin and bill acceptor self-payment machine. Central Library has a few of these devices. The machines copy only in black and white. The Library charges $0.10 per page. The photocopiers accept currency and coins only; they do not accept credit/debit cards.

Scanning Service

The Library currently does not offer scanning service to patrons but would like to in the future.

Over the Counter Transactions

The Library accepts cash, checks, and Visa/MasterCard credit/debit cards over the counter at all locations – though there are plans to eliminate in-person payments through staff at some locations. For now, each library

location is equipped with a single cash register and a credit/debit card reader – the two are not connected to one another. The card readers are connected to a Chase Bank Merchant Services processing center via voice grade telephone lines. All credit/debit transactions are card swiped or entered manually by Library staff; no PINs are used. The cash registers are not integrated with the ILS. Staff must enter financial transactions separately in the ILS and the cash register.

Self-Service Kiosks

The Library does not accept cash, checks, or Visa/MasterCard credit/debit cards for payments of fines and fees at any of its 3M RFID Self Check System R-Series Classic Kiosks. The kiosks are found in all locations. The kiosks are integrated into the ILS, so patrons are able to check out items and have them appear on their account in real time. Patrons only use such machines to check out items.

Bill and Coin Self-Payment Machines

The bill and coin self-payment machines used to pay for public printing and copying are emptied, replenished, and maintained by a third-party that the Library contracts to manage public printers, photocopiers, supplies, and self-payment equipment. They independently handle money related to public printing/copying services and self-payment machines without Library staff involvement.

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005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract. This contract shall begin upon the date specified in the award letter, if it does not exceed $50,000. This contract shall terminate on SEPTEMBER 30, 2018.

Renewals.

At City's option, this Contract may be renewed under the same terms and conditions for 2 additional 1 year period(s). Renewals shall be in writing and signed by Director, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding therefore.

Temporary Short Term Extensions.

City shall have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed three months. Said month to month extensions shall be in writing, signed by Director, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

Warranty.

A minimum of 90-days product guarantee or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products and/or services purchased under this RFO, unless otherwise specified in the Specifications/Scope of Services section of this RFO. This warranty shall provide for replacement of defective merchandise, parts, and labor, and shall include pick-up of the defective merchandise from City and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise, or completion of the service, as applicable.

ANY TERM OR CONDITION IN ANY DOCUMENT FURNISHED BY VENDOR, DISCLAIMING THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR ATTEMPTING TO LIMIT VENDOR'S LIABILITY SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.

All Or None Bid.

City of San Antonio will make award to one vendor only.

Internal / External Catalog.

San Antonio e-Procurement. The City is using an "e-Procurement" system (SAePS) based on SAP's Supplier Relationship Management (SRM) software. SAePS is a secure, web browser-based system that gives City employees the ability to shop for items from online catalogs and brings the items back automatically into SAePS. Online catalogs include both a SAePS internal catalog and externally hosted catalogs on supplier websites.

SAePS Electronic Catalog Options. Vendor shall furnish an electronic catalog that contains only the items awarded by City and displays pricing bid under this contract. Vendor may choose either Option 1 or Option 2 below as the method for furnishing the catalog.

Option 1. Vendor shall host an online catalog (Punch Out Catalog) with Open Catalog Interface (OCI) compliant integration to the SAePS system. This Punch Out Catalog shall have e-commerce functions, including, but not limited to, cataloging, searching and shopping cart functionality. Integration includes linking to the online catalog from SAePS, shopping, and electronically returning the data back to SAePS.

Option 2. Internal Catalog. Vendor shall provide a list of products and services awarded under this contract for uploading into the COSA e-Procurement system in an electronic format as specified by City. The electronic submission may be through email, unless it exceeds City's maximum allowable file size limit. In such case, Vendor shall provide the submission on a CD or other means approved by City.

Paper Catalog. If a Punch Out Catalog is not available and Vendor elects to provide an Internal Catalog, City, at its sole option, may require Vendor to provide its Internal Catalog in paper form in addition to the electronic form.

Catalog Content. All catalogs, regardless of the form in which they are provided, must include these elements, at a minimum.

- Your part number
- Short and long descriptions
- Units of measure
- Pricing, contract pricing, tiered pricing
- Classification of parts
- Manufacturer and Manufacturer part number
- Keywords, tags

Time to Provide Catalog. Catalogs required under this provision must be provided within 10 business days of request by City, and no later than 5 business days from the date of contract award.

Catalog Updates.
If this contract allows for increases in price, Vendor must provide timely updates to the City. For Punch Out catalogs, Vendor must update pricing on their website and provide City a notification and detailed explanation of the price updates. For Internal Catalogs, Vendor must provide an updated pricing file with details of the pricing updates. If paper catalogs have been requested, updated paper catalogs must be provided concurrently with Internal Catalog files, or as soon thereafter as printed catalogs become available.

High Technology Procurement.

Intellectual Property.

Vendor shall pay all royalties and licensing fees. Vendor shall hold City harmless and indemnify City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, trademarks, trade secrets, materials and methods used in the project. It shall defend all suits for infringement of any Intellectual Property rights. Further, if Vendor has reason to believe that the design, service, process or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to City.

Upon receipt of notification that a third party claims that the program(s), hardware, both the program(s) and the hardware or any other intellectual property infringe upon any United States or International patent, copyright or trademark Vendor will immediately:

Either:

obtain, at Vendor's sole expense, the necessary license(s) or rights that would allow City to continue using the programs, hardware, both the programs and hardware or any other intellectual property as the case may be, or,

alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and

reimburse City for any expenses incurred by City to implement emergency backup measures if City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.

Vendor further agrees to:

assume the defense of any claim, suit, or proceeding brought against City for infringement of any United States patent, copyright, trademark or any other intellectual property rights arising from the use and/or sale of the equipment or software under this Contract,

assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and

indemnify City against any monetary damages and/or costs awarded in such suit;

Provided that:

Vendor is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Vendor agrees to consult with City Attorney of City during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of City,

the Software or the equipment is used by City in the form, state, or condition as delivered by Vendor or as modified without the permission of Vendor, so long as such modification is not the source of the infringement claim,

the liability claimed shall not have arisen out of City's negligent act or omission, and

City promptly provide Vendor with written notice within 15 days following the formal assertion of any claim with respect to which City asserts that Vendor assumes responsibility under this section.

Undisclosed Features. Vendor warrants that the code and software provided to City under this contract does not contain any undisclosed features or functions that would impair or might impair City's use of the equipment, code or software. Specifically, but without limiting the previous representation, Vendor warrants there is no "Trojan Horse," lock, "time bomb," backdoor or similar routine. This contract shall not now, nor will it hereafter, be subject to the self-help provisions of the Uniform Computer Information Transactions Act or any other law. Vendor specifically disclaims any unilateral self-help remedies.

Incorporation of Attachments.

Each of the attachments listed below is an essential part of this contract, which governs the rights and duties of the parties, incorporated herein by reference, and shall be interpreted in the order of priority as appears below, with this document taking priority over all attachments:

Attachment A – Konica Minolta SOW V7
Attachment B – COSA Technology Standards
Attachment C – Konica Minolta Lease Agreement
Exhibit 1 – TexBuy AEPA Purchasing Cooperative, IFB#013.1.

006 - GENERAL TERMS & CONDITIONS

Electronic Offer Equals Original. If Vendor is submitting an electronic offer, City and Vendor each agree that this transaction may be conducted by electronic means, as authorized by Chapter 322, Texas Business & Commerce Code, known as the Electronic Transactions Act.

Delivery of Goods/Services.

Destination Contract. Vendor shall deliver all goods and materials F.O.B., City of San Antonio's designated facility, inside delivery, freight prepaid, to the address provided in this RFO or, if different, in the Purchase Order. Vendor shall bear the risk of loss until delivery. Freight charges will be paid only when expedited delivery is requested and approved in writing by City. Vendor shall be responsible for furnishing necessary personnel or equipment and/or making necessary arrangements to off load at City of San Antonio facility, unless otherwise noted herein.

Failure to Deliver. When delivery is not met as provided for in the contract, City may make the purchase on the open market, with any cost in excess of the contract price paid by Vendor, in addition to any other direct, indirect, consequential or incidental damages incurred by City as a result thereof. In addition, Vendor may be removed from City's list of eligible bidders.

Purchase Orders. Each time a City department wishes to place an order against this contract, it will issue Vendor a purchase order. Vendor must have the purchase order before making any delivery.

Acceptance by City. City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by Vendor. City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If City elects to accept nonconforming goods and services, City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate City for the nonconformity. Any acceptance by City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

Testing. After award of contract, City may, at its sole option, test the product delivered to ensure it meets specifications. Initial testing shall be at City's expense. However, if the product does not to meet specifications, Vendor shall reimburse City for the costs of testing. City may withhold the cost of testing from any amounts owed to Vendor under this or any other contract, or invoice Vendor for same. If invoiced, Vendor shall pay City within 30 calendar days' of the invoice.

Invoicing and Payment.

Address for Invoices. All original invoices must be sent to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

Information Required On Invoice.

All invoices must be in a form and content approved by City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

Payment by City.

In accordance with the Texas Prompt Payment Act, City shall have not less than 30 days to pay for goods or services. Time for payment, including payment under discount terms, will be computed from the later of: (1) the date City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date City receives a correct and valid invoice for the goods or services. Payment is deemed to be made on the date of mailing of the check. Payment is made in US dollars only.

This provision shall not apply where there is a bona fide dispute between City and Vendor about the goods delivered or the service performed that causes the payment to be late, or where the invoice is not mailed to the address provided herein.

The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice or a credit memorandum for the disputed amount. City will not make partial payments on an invoice where there is a dispute.

NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT. NOTWITHSTANDING THE FORGOING, CITY CANNOT PAY FOR ANY GOODS OR SERVICES WITHOUT AN INVOICE. VENDOR MUST INVOICE CITY NO LATER THAN 90 CALENDAR DAYS FROM THE DATE GOODS ARE DELIVERED OR SERVICES RENDERED. FAILURE TO SUBMIT AN INVOICE WITHIN SAID 90 DAY SHALL NEGATE ANY LIABILITY ON THE PART OF CITY AND CONSTITUTE A **WAIVER** BY VENDOR OF ANY AND ALL RIGHT OR CLAIMS TO COLLECT MONEYS THAT VENDOR MAY RIGHTFULLY BE OTHERWISE ENTITLED TO FOR GOODS OR SERVICES PERFORMED.

The total price for all goods and/or services is shown on the Price Schedule. No additional fees or expenses of Vendor shall be charged by Vendor nor be payable by City. The parties hereby agree that all compensable expenses of Vendor are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an item, and the extended price, the unit price shall govern.

Amendments. Except where the terms of this contract expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Vendor. The Director of the Purchasing and General Services Department, or Director's designee, shall have authority to execute amendments on behalf of City without further action by the San Antonio City Council, subject to and contingent upon appropriation of funds for any increase in expenditures by City.

Termination.

Termination-Breach. Should vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this contract, City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to the Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to the City for damages sustained by virtue of any breach by Vendor.

Termination-Notice. City may terminate this contract, in whole or in part, without cause. City shall be required to give Vendor notice ten days prior to the date of termination of the contract without cause.

Termination-Funding. City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

Termination by City may be effected by Director, without further action by the San Antonio City Council.

Independent Contractor. Vendor covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City. City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by Vendor under this contract and that Vendor has no authority to bind City. The doctrine of respondeat superior shall not apply as between City and Vendor.

INDEMNIFICATION.

VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph

shall not apply to any liability resulting from the negligence of CITY, it s officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. VENDOR shall advise CITY in writing within 24 hours of any claim or demand against CITY or VENDOR known to VENDOR related to or arising out of VENDOR's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at VENDOR's cost. CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving VENDOR of any of its obligations under this paragraph.

Assignment. Except as otherwise stated herein, Vendor may not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of Director. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services and provision of goods outlined in this contract in the event of default by the successor vendor, assignee, transferee or subcontractor. Any attempt to transfer, pledge or otherwise assign this Contract without said written approval, shall be void ab initio and shall confer no rights upon any third person.

Ownership of Documents. Pursuant to Texas Local Government Code Chapter 201, any and all Records produced by Vendor pursuant to the provisions of this contract are the exclusive property of City; and no such Record shall be the subject of any copyright or proprietary claim by Vendor. The term "Record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic. Vendor understands and acknowledges that as the exclusive owner of any and all such Records, City has the right to use all such Records as City desires, without restriction.

Records Retention.

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such Documents available to City at their respective offices, at all reasonable times and as often as City may deem necessary during the contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

Vendor shall retain any and all Documents produced as a result of services provided hereunder for a period of four years ("Retention Period") from the date of termination of the contract. If, at the end of the Retention Period, there is litigation or other questions arising from, involving or concerning these Documents or the services provided hereunder, Vendor shall retain the records until the resolution of such litigation or other such questions. Vendor acknowledges and agrees that City shall have access to any and all such Documents at any and all times, as deemed necessary by City, during said Retention Period. City may, at its election, require Vendor to return the documents to City at Vendor's expense prior to or at the conclusion of the Retention Period. In such event, Vendor may retain a copy of the documents.

Vendor shall notify City, immediately, in the event Vendor receives any requests for information from a third party, which pertain to the Documents referenced herein. Vendor understands and agrees that City will process and handle all such requests.

Severability. If any clause or provision of this contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intention of the parties hereto that in lieu of each clause or provision of this contract that is invalid, illegal, or unenforceable, there be added as a part of the contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

Compliance with Law. Vendor shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

Certifications. Vendor warrants and certifies that Vendor and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

Non-waiver of Performance. Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

Venue. Venue of any court action brought directly or indirectly by reason of this contract shall be in Bexar County, Texas. This contract is made and is to be performed in Bexar County, Texas, and is governed by the laws of the State of Texas.

Non-discrimination. As a condition of entering into this agreement, Vendor represents and warrants that it will comply with City's Commercial Nondiscrimination Policy, as described under Section IILC.1 of the SBEDA Ordinance. As part of such compliance, Vendor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Vendor retaliate against any person for reporting instances of such discrimination. Vendor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in City's Relevant Marketplace. Vendor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of Vendor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

Delinquent Taxes. In the event that Vendor is or subsequently becomes delinquent in the payment of taxes owed to the City of San Antonio, City reserves the right to deduct any delinquent taxes from payments that City may owe to the delinquent Vendor as a result of this contract.

Binding Contract. This contract shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

Entire Agreement. This contract, including City's final electronically posted online version, together with its authorizing ordinance, and its price schedule(s), attachments, purchase orders, and exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereof, and be duly executed by the parties, in accordance with the Amendment provision herein. **Parties agree that City's final electronically posted online version of this solicitation contains the agreed upon specifications, scope of services, and terms and conditions of this contract, and shall control in the event of a conflict with any printed version signed and submitted by Vendor.**

Konica Minolta reserves the right to negotiate all terms and conditions related to the performance of this Contract. The terms and conditions of the AEPA Contract will control any resulting contractual Agreement.

007 - SIGNATURE PAGE

By submitting an offer, whether electronically or by paper, Offeror represents that:

(s)he is authorized to bind Offeror to fully comply with the terms and conditions of City's Request for Offer for the prices stated therein; Konica Minolta has included all our exceptions and clarifications in our response. We respectfully request that our exceptions and clarifications be considered during the evaluation processKonica Minolta reserves the right to negotiate all terms and conditions related to the performance of this Contract.

(s)he has read the entire document, including the final version issued by City, and agreed to the terms therein;

Offeror is in good standing with the Texas State Comptroller's Office; and

to the best of his/her knowledge, all information is true and correct.

If submitting your offer by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your offer.

Offeror Information
Please Print or Type

Vendor ID No.	131921089
Signer's Name	Myrtha Eugene
Name of Business	Konica Minolta Business Solutions U.S.A., Inc.
Street Address	100 Williams Drive
City, State, Zip Code	Ramsey, NJ 07446
Email Address	chdg@kmbs.konicaminolta.us
Telephone No.	(201) 825-4000
Fax No.	(201) 818-3523
City's Solicitation No.	6100005633

5/27/15

Signature of Person Authorized to Sign Offer

008 - STANDARD DEFINITIONS

Whenever a term defined by the Uniform Commercial Code ("UCC"), as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

All-or-None Offer - an RFO in which City will award the entire contract to one offeror only.

Alternate Offer - two or more offers with substantive variations in the item or service offered from the same offeror in response to a solicitation.

Assignment - a transfer of claims, rights or interests in goods, services or property.

Bid Bond - security to ensure that Offeror (a) will not withdraw the offer within the period specified for acceptance, and (b) will furnish any required bonds and any necessary insurance within the time specified in the solicitation.

City - the City of San Antonio, a Texas home-rule municipal corporation.

Contractor - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

Director – the Director of City's Purchasing & General Services Department, or Director's designee.

Line Item - a listing of items in an offer for which an offeror is expected to provide separate pricing.

Offer - a complete, signed response to an RFO that, if accepted, would bind Offeror to perform the resultant contract.

Offeror - a person, firm or entity that submits an offer in response to a solicitation. The offeror whose offer is accepted by City may also be referred to herein as Contractor, Vendor or Supplier.

Payment Bond - a particular form of security provided by the contractor to protect City against loss due to the contractor's failure to pay suppliers and subcontractors.

Performance Bond - a particular form of security provided by the contractor to protect City against loss due to the contractor's inability or unwillingness to complete the contract as agreed.

Performance Deposit - security provided by the contractor to protect City against loss due to the contractor's inability or unwillingness to complete the contract as agreed.

Pre-Submittal Conference - a meeting conducted by City, held in order to allow offerors to ask questions about the proposed contract and particularly, the contract specifications.

Purchase Order - a validly issued order placed by an authorized City department for the purchase of goods or services, written on City's standard purchase order form, and which is the vendor's authority to deliver to and invoice City for the goods or services specified in an RFO for the price stated in vendor's offer.

Specifications - a description of what City requires and what Offeror must offer; a description of the physical or functional characteristics of a product or material, or the nature of a service or construction item.

Subcontractor - a person, firm or entity providing goods or services to a vendor to be used in the performance of the vendor's obligations under the contract with City.

Supplier - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

Vendor - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

009 - ATTACHMENTS

City of San Antonio Bid Tabulation

Opened:	May 30, 2015		
For:	SAPL Print Management Solution		**TexBuy**
6100005633		JG	Konica Minolta Business Solutions 933 E. Nakoma San Antonio, TX 78216 (210) 483-1800
Item	**Description**	**Estimated Annual Quantity**	
1	Monthly Lease Rate of Turnkey Solution	60	
	Price Each		$19,650.30
	Price Total		$1,179,018.00
2	Software Maintenance & Support (4 Years)	4	
	Price Each		$35,459.00
	Price Total		$141,836.00
3	Black / White Copy Click Cost (5 Years)	5,050,506	
	Price Each		$0.00495
	Price Total		$25,000.00
4	Color Copy Click Cost (5 Years)	2,000,000	
	Price Each		$0.04
	Price Total		$80,000.00
	Payment Terms		Net 30
	Phase One Completion		120 Days
	Estimated Total		$1,425,854.00
	Estimated Total Award		**$1,425,854.00**

Prepared by Purchasing 5/27/2015

Statement of Work

City of San Antonio

SAPL Public Printing Project

Version 9.0

June 9, 15

Konica Minolta Business Solutions USA

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1 Project Summary

San Antonio Public Library (SAPL) has identified the need to improve constituent services through an enhanced pay for print and copy solution, as well as its public computer access & print releasing services. This will be accomplished through a fully integrated turnkey solution that includes the following three components for main and branch locations:

1) An office print & copy equipment management solution, AND
2) A Payment Management solution, AND
3) A Public Computer Access & Print Release Management solution

The solution will result in reduced overall costs, and increased system reliability for San Antonio Public Library. By implementing the latest standardized version of Pharos software, SAPL will fulfill existing system requirements and support additional custom requested requirements as needed now and in the future.

1.1 Project Scope

The purpose of this section is to understand and document in as exclusive terms as possible those factors which govern the KMBS and Pharos project work necessary to satisfy San Antonio's business needs with Print Management Solution based on the scope defined for the SAPL card system implementation at the Main and all remote Branch locations through:

- Defined timelines, deliverables, roles and responsibilities
- Support of SAPL staff or Pharos resources to meet objectives and timelines
- Minimal downtime during Installation

Minimum and general requirements are as follows:

1. The Office Print & Copy Equipment Management solution will provide printing, copying (black & white and color), scanning, and faxing equipment as well as maintenance and support for such equipment. (Minimum)
2. The Payment Management solution will provide the capability for patrons to pay for print/copy/scan/services via US currency and credit/debit card technology that is Payment Card Industry (PCI) compliant and processed through the City's payment gateway provider. (Minimum)
3. The Public Computer Access and Print Management solution will provide a system for managing public computer sessions and managing printing from these sessions. (Minimum)
4. The full turnkey solution will be scalable to accommodate an increase or decrease in the number of computers, multifunctional devices, printers, self-pay devices, and/or library service locations. (Minimum)
5. The Office Print & Copy Equipment Management solution shall be able to deliver patron printing/copying/scanning services and provide methods for creating rules which govern different fees for different types of charges (e.g. different charges printing/copying/scanning for black and white vs. color documents). (General)
6. The Payment Management solution will allow patrons to be able to pay for print/copy/scan/services with little to no staff involvement. (General)
7. The Office Print & Copy Equipment Management solution will allow patrons to be able to print/copy/scan/fax with little to no staff involvement. (General)
8. The Payment Management solution will be able to process and track all patron

funds paid to the Library, whether the transactions are made over the counter, via a self-service kiosk, or online. (General)

9. The Payment Management solution will be able to update patron payment records via a direct integration into the Library's integrated library system (i.e. Innovative's Millennium ILS). (General)
10. The Payment Management solution will be able to provide capability for patrons to make online payments to the Library for print/copy/scan/services. (General)
11. The Public Computer Access & Print Release solution will not require patrons to use a card other than their existing library card to use public access computers and comply with Requirement 4.12 and 4.13 defined in the Requirements Traceability Matrix (RTM) ver 1.19 document. (General)

The project consists of the following phases:

Phase 1 – Payment management solution involving kiosk or payment system supporting cash only functionality. Also includes rollout of Office Print & Copy Equipment Management, and Public Computer Access & Print Management solutions

Phase 2 – Payment Management solution involving credit/debit card barcode, magstripe and EMV-compliant functionality

Subsequent phases, as necessary, will be contracted for in separate statements of work.

1.1.1 What is in the Project Scope

Included in the scope is project management, software installation and base configuration, training, skills transfer workshops, integration and onsite technical support as defined in this document, including

1. Complete the City's requirements (i.e. background check) in the Non-employee Provisioning Guide to receive access to the Library network for solution installation and on-going management.
2. Supply, install, and configure all hardware (excluding CoSA network/server infrastructure), software, accessories, and supplies to create a turnkey system that provides the functionalities defined in the Requirements Traceability Matrix (RTM) ver 1.19 document.
3. Train Library staff (including Finance, Digital Services, and Public Services) and Information Technology Services staff in the proper and efficient use of the system.
4. Provide applicable ongoing operational, system, and technical support for a period not shorter than five years from the date of system acceptance and adherence to Requirement 13.4 defined Requirements Traceability Matrix (RTM) ver 1.19 document.
5. Provide two optional one-year extensions.
6. Provide an implementation plan for all the hardware and software required to support 26 branch locations, the Central Library, and future additional branch library locations within the next five (5) years for
    a. A full turn-key integrated solution that includes all three components
        i. an Office Print & Copy Equipment Management solution
        ii. a Payment Management solution, AND

iii. a Public Computer Access & Print Release Management solution.

b. A delivery plan of equipment and functionality (Phase 1 and 2) to all locations including timelines.

c. Include in the plan an outline addressing prevention of disruption to library services.

The following SAPL locations, in order of priority, are included in the scope of this project. Any additional locations will require the execution of a Change Order and incur additional costs:

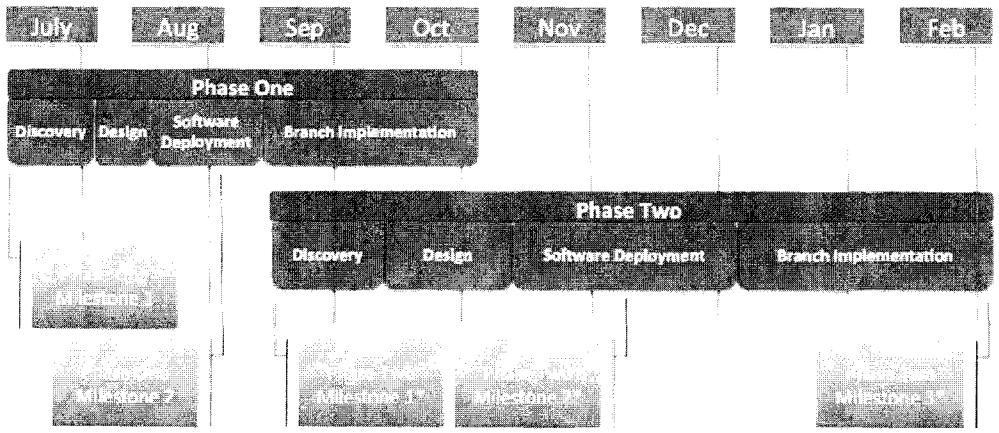
1. Collins Garden
2. Las Palmas
3. Thousand Oaks
4. Mission
5. Great Northwest
6. Cody
7. McCreless
8. Central
9. Westfall
10. Guerra
11. Memorial
12. Carver
13. Pan American
14. Bazan
15. Semmes
16. Johnston
17. San Pedro
18. Cortez
19. Forest Hills
20. Maverick
21. Tobin
22. Brook Hollow
23. Igo
24. Parman
25. Landa
26. Encino

1.1.2 What is not in the Project Scope

This project does not cover the following functions or deliverables.

1. Network sizing, capacity analysis, and performance considerations apart from that necessary to scope and configure solution recommended
2. Advanced, automated document workflow analysis
3. Custom coding or programming, except where specified
4. Training beyond the sessions specified

1.1.3 Estimated Project Timeline



2 Project Management

The project management approach is based upon standards set forth in the Project Management Institute's (PMI) "A Guide to the Project Management Body of Knowledge (PMBOK® Guide)," addressing each of the five major project management processes: Project Initiation, Project Planning, Project Execution, Project Control, and Project Closeout.

A comprehensive project management methodology is focused upon the following tasks required for the planning of activities, identifying milestones, and ensuring on-time, on-budget deliverables:

- Managing staff
- Allocating resources
- Performing quality assurance activities
- Controlling project scope
- Producing meaningful project status reports
- Identifying project risks and risk mitigation strategies
- Providing a structure for planning the sequencing and timing of tasks
- Collecting relevant progress data
- Managing changes to the project work plan
- Controlling project costs
- Managing the deliverable review process

A project management methodology consists of project management strategies, control mechanisms, quality assurance protocols, and risk identification and mitigation plans. Most project management tasks will be continuous throughout the project implementation life cycle, providing a planning framework for the management of the project.

Quality assurance and performance reporting aspects of project management are particularly important. We can monitor the quality of the project because strict client-management and end-user measures are agreed on during the initial project phases. The process helps ensure that clients stay abreast of developing issues on their projects so that potential problems are addressed and solved before they become liabilities.

2.1 Project Status Reporting

Project status reporting is the presentation of relevant, factual project data in an objective, understandable format. Reporting provides management with an objective picture of the project's current status. Status reporting is an inherent part of the management of a project. Reporting does the following:

- Provides a picture of project status
- Identifies obstacles and vulnerabilities
- Highlights future trends

- Communicates the appropriate level of detail for the designated audience

When effective project control processes have been implemented, project reports present management with very few surprises. Most problems will have been anticipated and appropriate corrective actions will already be in place.

A variety of reports can be used to identify project status and trends. Project characteristics, including project risk levels and duration, are assessed to determine the specific reports required. Basic report categories are presented in the following table, along with a sample listing of analytical questions to be addressed by reports in each category.

2.1.1 Project Reporting Tools

The City uses Microsoft Project to manage project activities and deliverables. Reports from this project management application can be distributed to all members of the project team at any time, permitting evaluation of project events. KMBS and Pharos will work with the City project management team to determine appropriate formats for reporting.

2.1.2 Project Reporting Schedule

Project status meetings will be held on a regular basis. This helps ensure that all project staff are up to date on the current project status, possible issues and risks, and planned activities in the coming weeks and months. The following describes our recommended project status reporting schedule.

2.1.2.1 Weekly status report and meeting

The project management team attends this meeting along with various staff from both teams who are involved in that week's activities. This meeting generally lasts no longer than one hour and gives an overview of the week's successes and issues. It also discusses strategies and plans for the following week. The meeting is scheduled regularly on the project calendar. We will also prepare and deliver a weekly status report, risk and issues log, and project plan update (as required). The typical weekly project management reporting includes the following:

- Status report
- Issue summary and resolution report
- Change control summary with detailed change control report
- Project work plan updates, incorporating agreed changes and defining the implications for resources and schedules

2.1.2.2 Periodic quality assurance review meetings

As part of the management structure, a quality assurance team will perform independent reviews of the progress of the project. This review will verify and validate the following:

- Project resource utilization and budget status
- Outstanding issues and risks and how these issues and risks will affect the project
- Whether work products meet KMBS and Pharos and City standards

2.1.2.3 Project Management Plan

KMBS and Pharos will provide a project management plan to the City which will include the agreed Statement of Work. This will be presented to the City and, once approved, a project kick-off meeting will be scheduled for the project team and stakeholders.

2.2 City Responsibilities

The City also expects a significant number of informal meetings to take place on specific project issues. These meetings, unscheduled or unplanned at project onset, are documented and included in the monthly status reports.

KMBS and Pharos will rely on the City's Project Manager to provide all information necessary for satisfactory performance of the required tasks. KMBS and Pharos will direct all communication to, and take direction from the City's project manager. Project meetings should be scheduled on a regular basis and will serve as a means of identifying emerging issues and reporting on progress. The initial meetings may be brief, but subsequent meetings will at times require a number of personnel to address problems and answer questions.

The City's project manager and project team will be responsible for contributing to and reviewing Weekly Status Reports, reporting Project Issues, and updating the Project Plan.

2.3 Documentation

The following table identifies the roles and responsibilities associated with Documentation and delivery of required deliverables services. The table attempts to define the lead role, but it is expected that both KMBS and Pharos and the City of San Antonio will work collaboratively to develop the documentation. An "L" Lead, "R" Review, "S" Support, or "A" Approve is placed in the column under the party that will be responsible for performing the task.

Documentation Roles and Responsibilities	Vendor	City
1. Recommend specifications and documentation format and content	R	L
2. Approve documentation format and content	S	A
3. Develop and document system functional specifications	L	A
4. Develop and document system architecture including security	L	A
5. Develop and document systems design specification	L	A
6. Develop and document system test cases	L	S
7. Develop and document system interface specifications	S	L
8. Develop and document systems interface control plan	S	L
9. Develop and document database design (logical and physical) documents	S	L
10. Develop and document data dictionary	L	A
11. Develop and document user interface specification	L	A
12. Develop and document data conversion plans	N/A	N/A
13. Develop and document System (and Release) Test Strategy	L	A
14. Develop and document system Test Plan(s) and Scripts	L	A
15. Develop and document system Quality Assurance Plan	L	A
16. Develop and document system turn over to production plans	L	A

Documentation Roles and Responsibilities	Vendor	City
17. Develop and document System Training and Knowledge Transfer Strategy and Plans (end-user and system administration).	L	A
18. Develop and document System Training and Knowledge Transfer Materials (end-user and system administration).	L	A
19. Develop and document knowledge transfer testing results/completion documentation	L	A
20. Develop and document system post implementation support plans	L	A
21. Develop and document system back-up and recovery requirements and plans	S	L
22. Develop and document Configuration Management Plan	S	L
23. Develop and document Weekly Project Status Reports	L	A
24. Develop and document Project Management Plans and Schedules	L	A
25. Develop and document Risk Management Plan	L	A
26. Develop and document Issues Logs	L	A
27. Develop and document Organizational Change Management Plan	N/A	L
28. Develop and document operational process flows and use cases	S	L
29. Develop and document system installation, support, and configuration manuals	L	A
30. Develop and document application hardware and system software requirements documentation	L	A
31. Develop and document Application Code Listings	L	A
32. Develop and document End-User documentation (if not already "standard")	L	A
33. Develop and document system and application security procedures	S	L
34. Develop and document systems standard operating procedures	S	L
35. Develop and document updates and release notes	L	A
36. Approve documentation delivered	S	A

3 Implementation Work

3.1 Software Installation

The following tasks will be completed as a part of the Implementation effort:

3.1.1 Installation of Uniprint Suite software in one server environment

The following Uniprint Suite modules will be installed:

a. Uniprint Core Components - Installation of Uniprint consists of the following tasks:
   - Server Preparation (prerequisite configuration)
   - Base Components Installation
   - Basic Configuration Settings
   - Client Component Preparation (prerequisite configuration)
   - Client Components Installation
   - Integrations Configuration
   - Functional Testing and Signoff

b. Uniprint Suite Kiosk Installation consists of the following tasks:
   - Kiosk Deployment
   - Base Kiosk Configuration
   - Connectivity Validation
   - PC Charge Server Validation
   - Functional Testing and Signoff

c. Installation of the Uniprint iMFP device modules consists of the following tasks:
   - Device Prerequisite Validation
   - Application Server Configuration
   - Device Software Push
   - Device settings Configuration
   - Functional Testing and Signoff

3.2 Software Configuration

The following components or configuration will be provided after successful installation of the base software components:

1. Uniprint – Configuring basic settings, output management, packages, authentication, and security settings.
2. Signup – Configuring basic settings, branches, computer groups, computer types, environments, and access times.
3. MobilePrint – Configuring basic settings, upload parameters, email settings, and Print Center interface.

4. PC Stations – Configuring station records and basic configuration settings, display options, station functions, and workflow settings.
5. Kiosks – Configuring basic configuration settings, administration settings, connectivity and workflow settings.
6. iMFP's – Configuring application server connectivity, basic configuration settings, display options and workflow setting

3.3 Professional Services

KMBS and Pharos Professional Services personnel will provide the following services:

3.3.1 Integration

KMBS and Pharos will engage in discovery sessions with the customer to gather requirements for the necessary integrations. These sessions will result in an integration document deliverable, which will detail the design of the integrations. The City must review and approve the design prior to initiation of the work effort.

If, upon completion of the discovery sessions, the scope of the expected integration changes, the normal Change Order process will be followed (see Appendix A).

3.3.2 Processes

KMBS will rely on the City of San Antonio to provide its "As-Is" process documentation for a KMBS Business Consultant to review. Upon review, the Business Consultant will conduct discovery sessions with representatives from identified departments and the project team to develop the "To-Be" processes to be implemented in Uniprint Suite.

3.3.3 Product Enhancements

KMBS and Pharos will provide the following requested product enhancement as a part of this engagement with the City:

- EMV Chip – Authentication technology for the point of sale part of the transaction when the physical card is actually present.
- Online Credit Gateway: Integration with the Chase Paymentech Orbital Gateway to process online credit transactions; rate to be determined and addressed in a change order following Discovery.
- Custom Uniprint Reports – Should the City determine a requirement for reports apart from the standard reporting package provided with Uniprint Suite; rate to be determined and addressed in a change order following Discovery.

3.3.4 Testing

KMBS and Pharos will work with the City to develop a test plan for Unit, System, Integration, Regression and Stress testing of the application and interfaces. The development of the plan will require input from the City and will be the responsibility of both KMBS and Pharos and the City of San Antonio. KMBS and Pharos will work with the City to develop test scripts, which will describe the functionality expected when entering a service request from call receipt to submission and acknowledgement of message receipt and updates from back-end systems.

Testing will include all installed and configured Uniprint Suite software (including integration code) to be used in Phase 1.

KMBS and Pharos will document the test results and provide them to the City for review. Defects will be logged in a defect tracking system. Defects will be reviewed as to priority, assigned to responsible parties for resolution, assigned an expected resolution date and re-tested when believed to be resolved.

System, Integration, Regression and Stress testing will be performed by KMBS and Pharos. Specific tests may be reassigned as the responsibility of either KMBS and Pharos or the City, as determined after discussion and agreement of the plan and schedule.

The City will be responsible for performing User Acceptance Testing based on protocol developed during Design.

3.4 Training

KMBS and Pharos's approach to training staff for the City of San Antonio is to deliver classroom-based, formal instruction by certified trainers using the Uniprint Suite system to understand the application's features and practice configuring them; skills transfer workshops with KMBS and Pharos staff to provide hands-on experience; and a Train-the-Trainer Certification course for City trainers to deliver to its end users. KMBS and Pharos will provide registered attendees standard training materials.

The installation and configuration will require assistance from City personnel knowledgeable in the deployed infrastructure and network. Many customers use this as an additional opportunity for skills transfer where the persons responsible for maintaining the application sit with KMBS and Pharos personnel during the installation and base configuration and testing. In addition, KMBS and Pharos will provide two (2) skills transfer workshops so that personnel will have an opportunity to expand their knowledge of the Uniprint Suite application (workshops typically follow instructor-led classroom training). Curricula specifics will be determined and agreed following Design.

KMBS and Pharos will provide the following training courses for City of San Antonio:

Training Course Name	Quantity	Number of Students per Course	Number of Days per Course
Uniprint Administrator	2	6	3
Uniprint Help Desk	2	8	2
"End User" Train-the-Trainer Certification	3	8	1
Skills Transfer Workshop	2	6	2

KMBS and Pharos will provide training and skills transfer for help desk personnel, to include provision of a troubleshooting guide.

4 Project Assumptions

The following assumptions have been made in support of this Statement of Work and its associated effort estimate:

1. The City of San Antonio will be responsible for the installation and configuration of all hardware required, except as noted, for the project based on System/Architecture Design and agreed upon by the City, KMBS and Pharos.
2. The City of San Antonio must make available the necessary technical, business, testing and training personnel to support the deployment throughout the project. Failure to provide personnel in a timely manner, as defined in the approved Project Management Plan (deliverable milestone 1), may cause delays in delivery of the solution.
3. The City will provide a full time Project Manager and Business Analyst for this project and access to technical personnel.
4. City leadership will continue to support the project with the necessary resources and commitment to transition and change that this project will entail; City will provide needed departmental liaisons and access as needed.
5. An appropriate work environment must be provided to KMBS and Pharos personnel working on-site. The location should be co-located or near the locations of the work to be performed. KMBS and Pharos personnel will require access to the City's network and installed software components, Internet and telephone service (to include teleconference compatible telephones).KMBS and Pharos agrees to follow applicable City policies and/or guidelines for appropriate use of City infrastructure (e.g., Internet, network, etc.).
6. The City of San Antonio Project Manager will be responsible for ensuring that City personnel attend all scheduled discovery, discussion, workshop and training sessions.
7. The City of San Antonio Project Manager will be responsible for the scheduling of meeting rooms, training facilities, and requisite equipment.
8. The City of San Antonio will assign a point of authorization for Project Sponsorship in addition to a Project Manager. The Project Manager will be responsible for facilitating all communications between San Antonio, KMBS and Pharos. The timeliness of communication and associated review will directly affect KMBS and Pharos's ability to meet agreed upon schedule deadlines. All project deliverables must be signed-off on within ten business days of notification that the deliverable is complete. If sign-off has not been completed within ten business days, and no notification of reason for the delay is received, the deliverable will be assumed to be accepted.
9. The parties agree that the warranty obligations and the support and maintenance obligations contained within the Supply Agreement entered into by and between the City, KMBS and Pharos.
10. Any changes requested to the scope documented in this Statement of Work and the Project Schedule document or due to the City's dependencies will be handled via a Change Request process by the party requesting the change. Best efforts will be made by KMBS and/or Pharos to provide an initial impact response within two business days of delivery of the written Change Request.
11. The City will maintain non-Uniprint Suite software licenses and provide infrastructure and middleware needed for this project, based on the Uniprint Suite Software Agreement and the agreed Systems/Architecture Design.
12. Ownership of and responsibility for the Uniprint Suite environment is by the City or their designated contractor and not KMBS and Pharos. All necessary access, including remote privileges (VPN), will be provided to KMBS and Pharos personnel working on this project. KMBS and Pharos agree to follow applicable City policies and/or guidelines for appropriate use of City infrastructure (e.g., Internet, network, etc.).

13. The scope and assumptions within this document only pertain to Phase 1 and 2 specified in this SOW. Additional phases as well as optional items will require an additional scoping and SOW.
14. The City will be responsible for making any modifications to SAP and make available SAP access for integration to Uniprint Suite software.
15. The City will be responsible for ensuring that the versions of SAP running on all environments remain the same across all environments.
16. The City will schedule and perform User-acceptance Testing (UAT).
17. This SOW does NOT include any services for the following:
    a. Additional configuration, development of reports, etc, unless described in this statement of work.
    b. Configuration, development, other work or integrations other than those described in this statement of work.

5 Software, Services and Hardware

KMBS and Pharos will install the following procured by the City of San Antonio:

Phase 1 Solution Components	Quantity	60-Month Lease
Software		**$3,003.61**
Pharos Uniprint Site License	Unlimited	$1,088.09
SignUp Software	1010	$469.26
Mobile Print Software	Unlimited	$416.03
KM Embedded Software Licenses	66	$422.43
Credit Card and Innovative Integration Gateways	1	$106.68
Pharos Uniprint Software AM&S – 1 Year	1	$500.50
Solutions Delivery Charge - Level 2	1	$0.62
Hardware		**$5,250.82**
Bizhub C224e Color Printer/Copier/Scanner	66	$2,965.48
DF-624 Reversing Auto Document Feeder	66	$654.77
PC-410 Large Capacity Cassette	66	$987.09
UK-204 Memory Upgrade	66	$204.18
I Option 9 (Web Browser)	66	$37.31
AU-204H Mag Stripe Card Reader	66	$297.79
Working Table	66	$78.85
Solutions Delivery Charge - Level 1	1	$25.35
Services		**$795.26**
Professional Services and Travel Expenses	1	$275.22
Program Management & Design	1	$128.01
Training (as outlined in 3.4)	1	$392.03
Total Phase One		**$9,049.69**

Phase 2 Solution Components	Quantity	60-Month Lease
Hardware		**$7,568.38**
Kiosk with Card Reader (EMV-compliant)	27	$7,269.69
Solutions Delivery Charge - Level A	1	$298.69
Services		**$3,032.23**
Professional Services and Travel Expenses	1	$1,792.13
Program Management & Design	1	$512.04
Training (as outlined in 3.4)	1	$728.06
Total Phase Two		**$10,600.61**
Total Phases One and Two		**$19,650.30**

Maintenance & Support	
Software, Year Two through Five, per year (recommended); per year price carries to optional one and two year period	$35,459
Kiosk Hardware, Extend Warranty Year Two through Five, per unit (optional); per year price carries to optional one and two year period	$8,496
Maintenance on bizhub C224e Output Device Black and White per print	$0.00495
Maintenance on bizhub C224e Output Device Color per print	$0.040

Bizhub C224e Maintenance includes all onsite service, parts, and all supplies except paper.

6 Payment Milestones

KMBS and Pharos will provide the products and services for the project outlined in this SOW to the City of San Antonio, subject to section 3.3.3 Product Enhancements, for $921,036.00 to be executed under the terms and conditions of TexBuy AEPA IFB #013.1, under the 60-month lease term listed in section 5 Software, Services and Hardware, based on schedule that follows the project implementation identified in section 1.1.3 and is further detailed below:

Payment Milestones	**Monthly Lease Amount**
Phase One, Milestone 1 Software Licenses, Professional Services	**$3,072**
Phase One, Milestone 2 MFP Hardware, Professional Services, Training	**$6,488**
Phase Two, Milestone 1* Professional Services	**$1,563**
Phase Two, Milestone 2* Professional Services, Training	**$1,137**
Phase Two, Milestone 3* Kiosk Hardware, Professional Services, Training	**$7,390**
Total Monthly Lease Payment	**$19,650**
** Does not consider impact of SOW Section 3.3.3, EMV Chip Authentication is included in pricing.*	

Appendix A – Change Control

Project: City of San Antonio Public Library	Date: <insert date>
Requestor:	Request #
E-Mail:	Phone:
Type:	Reason:
Priority:	Required:

Change Description (Detailed description of the change. Reference attachments if necessary)

Description:	•
Justification:	•
Impact if not implemented:	•
Alternatives:	

Impact Analysis (Describe how the change will impact the project & business in the following categories)

Scope:	
Risk:	
Schedule:	
Cost:	

Approval	
Approved:	
Signature:	Date: Date approved.