



**STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT**

**NOTIFICATION OF STATEWIDE CONTRACT**

October 14, 2015

**CONTRACT TITLE:** WSCA Copier (Multifunction) and Related Software

**CURRENT CONTRACT PERIOD:** June 1, 2009 through December 31, 2015

**BUYER INFORMATION:** PAUL LINHARDT  
573-751-4578 Phone  
573-526-9816 Fax  
[paul.linhardt@oa.mo.gov](mailto:paul.linhardt@oa.mo.gov)

RENEWAL INFORMATION	Original Contract Period	Potential Final Expiration
	June 1, 2009 through June 30, 2014	December 31, 2015

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.  
PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS **MANDATORY** FOR THE PURCHASE AND LEASE OF COPIER-BASED  
MULTIFUNCTION EQUIPMENT FOR ALL STATE AGENCIES.

Local Purchase Authority shall not be used to purchase supplies/services included  
in this contract unless specifically allowed by the contract terms.

*~ Instructions for use of the contract, specifications, and requirements are attached ~*

CANON USA INFORMATION			
CONTRACT NUMBER	VENDOR NUMBER	CONTRACTOR DESCRIPTION	COOP PROCUREMENT
C213093001 (Extended through December 31, 2015)	1325617720 A	Canon USA Inc. 1 Canon Park Melville, NY 11747  <b>Contact Person:</b> Mike Hurley Telephone: 631-330-2613 Facsimile: 631-330-5459 Email: <a href="mailto:MHurley@cusa.canon.com">MHurley@cusa.canon.com</a>	YES
C213093002 (Extended through December 31, 2015)	4315804990 0	Americom Imaging Systems Inc. 100 Green Park IND. Court Saint Louis, MO 63123  <b>Contact Person:</b> Tony Frierdicoh Telephone: 314-894-1154 Facsimile: 314-894-2098 Email: <a href="mailto:TonyF@AmericomIS.com">TonyF@AmericomIS.com</a>	YES

C213093003 (Extended through December 31, 2015)	4313327700 B	Sumner Group Inc. 2121 Hampton Ave Saint Louis, MO 63139  <b>Contact Person:</b> Kevin Laury Telephone: 314-633-2000 Facsimile: 314-633-2004 Email: <a href="mailto:KLaury@CopyCon.com">KLaury@CopyCon.com</a>	YES
C213093004 (Extended through December 31, 2015)	4309829400 0	Data Comm, Inc. 211 Metro Drive, PO Box 2110 Jefferson City, MO 65102  <b>Contact Person:</b> Ryan Birk Telephone: 573-893-5800 Facsimile: 573-893-7145 Email: <a href="mailto:RBirk@DataCommInc.com">RBirk@DataCommInc.com</a>	YES
C213093005 (Extended through December 31, 2015)	4402957400 0	Inland Printing Company 637 W College Street Springfield, MO 65806  <b>Contact Person:</b> Eddie Lee Telephone: 417-896-6484 Facsimile: 417-869-6164 Email: <a href="mailto:ELee@InlandPrinting.net">ELee@InlandPrinting.net</a>	YES
C213093007 (Extended through December 31, 2015)	4309562920 0	Mineral Area Office Supply 331 West Main Street Park Hills, MO 63601  <b>Contact Person:</b> Ken Yow Telephone: 573-431-4777 Facsimile: 573- Email: <a href="mailto:JohnYow@MAOS.com">JohnYow@MAOS.com</a>	YES
C213093009 (Contract NOT Extended)	1326770040 0	Canon Solutions America One Canon Park Melville, NY 11747  <b>Contact Person:</b> Tom Waldrup Telephone: 504-837-4993 Facsimile: 504-832-1595 Email: <a href="mailto:TWaldrup@CSA.Canon.com">TWaldrup@CSA.Canon.com</a>	YES

C213093010 (Extended through December 31, 2015)	2230568220 1	Canon Financial Services 14904 Collections Center Drive Chicago, IL 60693  <b>Contact Person:</b> Abby Fitchett Telephone: 800-220-9510 Facsimile: 856-505-5399 Email: <a href="mailto:afitchett@cfs.canon.com">afitchett@cfs.canon.com</a>	YES
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C213093031 (Extended through December 31, 2015)	7312474500 0	Lakeland Office Systems, Inc. PO Box 3927 Joplin, MO 64801  Contact Person: David Tyson Telephone: 800-798-8606 Facsimile: Email: <a href="mailto:DTyson@LakeLandOffice.com">DTyson@LakeLandOffice.com</a>	
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### KIP AMERICA INFORMATION

CONTRACT NUMBER	VENDOR NUMBER	CONTRACTOR DESCRIPTION	COOP PROCUREMENT
C213093011 (Contract NOT Extended)	3823687250 0	KIP America, Inc. 39575 W 13 Mile Road Novi, MI 48377  <b>Contact Person:</b> Amber Ross Telephone: 800-252-6793 ext. 6013 Facsimile: 800-672-1400 Email: <a href="mailto:ARoss@KIPAmerica.com">ARoss@KIPAmerica.com</a>	YES

### KONICA MINOLTA INFORMATION

CONTRACT NUMBER	VENDOR NUMBER	CONTRACTOR DESCRIPTION	COOP PROCUREMENT
C213093012 (Extended through December 31, 2015)	1319210890 0	Konica Minolta Business Solutions USA, Inc. 1595 Springhill Road, Suite 410 Vienna, VA 22182  <b>Contact Person:</b> Kristen McKenna Telephone: 813-207-8276 Facsimile: 703-506-1257 Email: <a href="mailto:KMckenna@kmbs.KonicaMinolta.us">KMckenna@kmbs.KonicaMinolta.us</a>	YES
C213093013 (Extended through December 31, 2015)	4313327700 6	Copying Concepts 2121 Hampton Ave Saint Louis, MO 63139  <b>Contact Person:</b> Kevin Laury Telephone: 314-633-2000 Facsimile: 314-633-2004 Email: <a href="mailto:KLaury@CopyCon.com">KLaury@CopyCon.com</a>	YES
C213093014 (Contract NOT Extended)	4313327700 D	Datamax of Kansas City 8030 Flint Building 26 Lenexa, KS 63139  <b>Contact Person:</b> Chris Gaunce Telephone: 913-752-2200 Facsimile: 913-495-4475 Email: <a href="mailto:CGaunce@UDPCorp.com">CGaunce@UDPCorp.com</a>	YES

C213093015 (Extended through December 31, 2015)	4313327700 3	Image Technologies of Missouri 2511 Broadway Bluffs Columbia, MO 65201  <b>Contact Person:</b> Wayne Rueger Telephone: 573-449-0140 ext. 2130 Facsimile: 314-633-2004 Email: <a href="mailto:wrueger@imagetechmo.com">wrueger@imagetechmo.com</a>	YES
C213093004 (Extended through December 31, 2015)	4309829400 0	Data Comm, Inc. 211 Metro Drive, PO Box 2110 Jefferson City, MO 65102  <b>Contact Person:</b> Ryan Birk Telephone: 573-893-5800 Facsimile: 573-893-7145 Email: <a href="mailto:RBirk@DataCommInc.com">RBirk@DataCommInc.com</a>	YES
C213093030 (Extended through December 31, 2015)	4315807660 0	Shelton Business Machines, Inc. 23409 County Road 112 Maiden, MO 63863  <b>Contact Person:</b> Mark Shelton Telephone: 573-276-4803 Facsimile: 573-276-3194 Email: <a href="mailto:Mark@SheltonBusinessMachines.com">Mark@SheltonBusinessMachines.com</a>	YES
C213093021 (Contract NOT Extended)	4807768410 0	Copy Products, Inc. 2103 West Vista Street Springfield, MO 65807  <b>Contact Person:</b> Eric Crane Telephone: 417-889-5665 Facsimile: 417-889-7712 Email: <a href="mailto:ECrane@CopyProductsinc.net">ECrane@CopyProductsinc.net</a>	YES

## RICOH USA INFORMATION

CONTRACT NUMBER	VENDOR NUMBER	CONTRACTOR DESCRIPTION	COOP PROCUREMENT
C213093016 (Extended through December 31, 2015)	2303344000 4	Ricoh USA, Inc. 70 Valley Stream Parkway Malvern, PA 19355  <b>Contact Person:</b> Dave Johnson Telephone: 573-356-5173 Facsimile: 573-446-4777 Email: <a href="mailto:David.D.Johnson@ricoh-usa.com">David.D.Johnson@ricoh-usa.com</a>	YES

## SHARP ELECTRONICS INFORMATION

CONTRACT NUMBER	VENDOR NUMBER	CONTRACTOR DESCRIPTION	COOP PROCUREMENT
C213093017 (Extended through December 31, 2015)	1319688720 0	<p>Sharp Electronics Corporation 1 Sharp Plaza Mahwah, NJ 07495</p> <p><b>Contact Person:</b> Matt Euston Telephone: 816-588-1962 Facsimile: 480-890-8167 Email: <a href="mailto:EustonM@SharpSEC.com">EustonM@SharpSEC.com</a></p>	YES

## TOSHIBA AMERICA INFORMATION

CONTRACT NUMBER	VENDOR NUMBER	CONTRACTOR DESCRIPTION	COOP PROCUREMENT
C213093018 (Extended through December 31, 2015)	3308653050 0	<p>Toshiba America Business Solutions, Inc. 9740 Irvine Boulevard Irvine, CA 92618</p> <p><b>Contact Person:</b> Christina Fischer Telephone: 949-462-6325 Facsimile: 949-462-2557 Email: <a href="mailto:Christina.Fisher@tbs.Toshiba.com">Christina.Fisher@tbs.Toshiba.com</a></p>	YES
C213093019 (Contract NOT Extended)	3306223090 0	<p>Toshiba Business Solutions 2732 NE Independence Ave Lee Summit, MO 64064</p> <p><b>Contact Person:</b> David Wagner Telephone: 816-842-4931 ext. 123 Facsimile: 816-842-0660 Email: <a href="mailto:David.Wagner@tbs.Toshiba.com">David.Wagner@tbs.Toshiba.com</a></p>	YES
C213093020 (Extended through December 31, 2015)	4316789510 0	<p>Coast to Coast Equipment and Supply 10964 Lin Valle Saint Louis, MO 63123</p> <p><b>Contact Person:</b> Brian Lenhardt Telephone: 314-892-0250 Facsimile: 314-892-0825 Email: <a href="mailto:BLenhardt@CTCStL.com">BLenhardt@CTCStL.com</a></p>	YES
C213093021 (Extended through December 31, 2015)	4807768410 0	<p>Copy Products, Inc. 2103 West Vista Street Springfield, MO 65807</p> <p><b>Contact Person:</b> Eric Crane Telephone: 417-889-5665 Facsimile: 417-889-7712 Email: <a href="mailto:ECrane@CopyProductsinc.net">ECrane@CopyProductsinc.net</a></p>	YES

C213093022 (Extended through December 31, 2015)	4307379420 0	Da-Com Corporation 5317 Kights of Columbus Drive Saint Louis, MO 63119  <b>Contact Person:</b> Scott Shanafelt Telephone: 314-442-2800 Facsimile: 314-442-2878 Email: <a href="mailto:SShanafelt@Da-ComCorp.com">SShanafelt@Da-ComCorp.com</a>	YES
C213093024 (Contract NOT Extended)	4318864600 0	Document and Network Tech Inc. 2275 Cassens Court, Suite 112 Fenton, MO 63026  <b>Contact Person:</b> Telephone: 314-773-6000 Facsimile: 314-771-6344 Email: <a href="mailto:MRueschhoff@DNTStL.com">MRueschhoff@DNTStL.com</a>	YES
C213093025 (Contract NOT Extended)	4318505670 1	GFI Digital 3225 Emerald Lane, Suite B Jefferson City, MO 65109  <b>Contact Person:</b> Robert Goth Telephone: 573-353-1673 Facsimile: Email: <a href="mailto:RGoth@GFIDigital.com">RGoth@GFIDigital.com</a>	YES
C213093026 (Extended through December 31, 2015)	4316729660 0	Pro-Tech Company, Inc. 2411 East Illinois Kirksville, MO 63501  <b>Contact Person:</b> Steve Tharp Telephone: 660-665-3171 Facsimile: 660-665-3521 Email: <a href="mailto:Steve@ProTechCo.com">Steve@ProTechCo.com</a>	YES
C213093027 (Extended through December 31, 2015)	3712509430 0	RTD Office Products, Inc 208 South Tenth Street Quincy, IL 62301  <b>Contact Person:</b> Telephone: 217-224-8990 Facsimile: 217-224-9015 Email: <a href="mailto:RTD@Adams.net">RTD@Adams.net</a>	YES

## XEROX CORPORATION INFORMATION

CONTRACT NUMBER	VENDOR NUMBER	CONTRACTOR DESCRIPTION	COOP PROCUREMENT
C213093029 (Extended)	1604680200 T	Xerox Corporation 100 Clinton Avenue	YES

through December 31, 2015)		Rochester, NY 14644  <b>Contact Person:</b> Todd Vodnansky Office Telephone: 314-542-8419 Cellular: 314-705-6106 Facsimile: 314-542-8456 Email: <a href="mailto:Todd.Vodnansky@Xerox.com">Todd.Vodnansky@Xerox.com</a>	
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## STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
<b>06/01/09 – 12/31/15</b>	<b>10/14/15</b>	<b>Contracts extended through 12/31/15</b>
06/01/09 – 09/30/15	07/07/15	Contracts C213093001-C213093005, C213093007, C213093009-C213093019, C213093021-C213093022, C213093026-C213093027, and C213093029-C213093031 have been extended through 09/30/15.
06/01/09 – 06/30/15	04/15/15	The contracts have been extended. There may be a delay for some contracts being active in SAM II, but all of the contracts will be extended soon. Those active in SAM II are noted under the contract number.
06/01/09 – 03/31/15	08/28/14	Xerox contact information updated
06/01/09 – 03/31/15	07/10/14	The contracts have been extended. There may be a delay for some contracts being active in SAM II, but all of the contracts will be extended soon.
06/01/09 – 06/30/14	02/14/14	Toshiba Missouri WSCA website link added and Lakeland Office Systems added as a Canon authorized dealer
06/01/09 – 06/30/14	09/24/13	Copy Products added as a Konica Minolta authorized dealer
06/01/09 – 06/30/14	09/19/13	Language change ( <i>italics</i> ) in Section 2.2: “...speed <i>equal to or greater than...</i> ”
06/01/09 – 06/30/14	08/15/13	Initial issuance of new statewide contract.
06/01/09 – 06/30/14	08/20/13	Update WSCA manufacturer website information – Contact information updated

**GENERAL INFORMATION AND REQUIREMENTS**

**1. BACKGROUND:**

1.1 These cooperative contracts provide for the outright purchase and lease of copier-based multifunctional equipment and accessories through June 30, 2014. Copier-based multifunctional equipment acquired via lease will be renewed based upon the applicable term selected by the ordering agency pursuant to the WSCA contract and Participating Addendum with each manufacturer.

1.2 This WSCA contract includes five groupings of multifunction copiers as well as software bundles that enable and enhance the multifunction capabilities of the copiers. The groupings of these copiers are:

Group A – Convenience Black and White Copiers
Group B – Convenience Hybrid Copiers
Group C – Production Black and White Copiers
Group D – Production Color Copiers
Group E – Wide Format Copiers

1.3 All Ricoh copiers purchased under contract C210038001 must be maintained under either contract C2100038001 or Specialty Underwriters’ contract, C213007001.

1.4 Segment: The following Segments shall be utilized to group the various speeds of copiers within Groups A, B, C, D and E:

<b>Group A – B&amp;W Convenience Copiers</b>		
<b>Segment</b>	<b>Speed in Impressions Per Minute (IPM)</b>	<b>State Printing Approval Required</b>
2	20 – 29 (Desktop & Console)	NO
3	30 - 39	NO
4	40 - 49	NO
5	50 - 59	NO
6	60 - 69	YES
7	70 - 79	YES
8	80 - 89	YES
9	90 - 99	YES
10	100 - 119	YES

<b>Group B –Hybrid Convenience Copiers</b>		
<b>Segment</b>	<b>Black and White Speed in Impressions Per Minute (IPM)</b>	<b>State Printing Approval Required</b>
2H	20 – 29 (Console Only)	NO
3H	30 - 39	NO
4H	40 - 49	NO
5H	50 - 59	NO
6H	60 - 69	YES

<b>Group C – B&amp;W Production Copiers</b>		
<b>Segment</b>	<b>Speed in Impressions Per Minute (IPM)</b>	<b>State Printing Approval Required</b>
C1	100 – 119	YES
C2	120 – 139	YES
C3	140 – 159	YES

Group D – Color Production Copiers		
Segment	Color Speed in Impressions Per Minute (IPM)	State Printing Approval Required
D1	50 – 59	YES
D2	60 - 69	YES
D3	70 – 79	YES

Group E – Wide Format Copiers		
Segment	Speed in Linear Feet Per Minute (LPM)	State Printing Approval Required
E1	2 – 6	YES
E2	7 - 15	YES

**2. STATE AGENCY USAGE REQUIREMENTS:**

State agencies governed by Chapter 34 RSMo must utilize the contract in the following manner:

- 2.1 Quotations: State agencies should obtain price quotations from at least three manufacturers before purchasing products through the contract.
- 2.2 Color and High Speed Units: Before purchasing a color multifunction device of any speed or a black and white multifunction device with a speed equal to or greater than 60 pages per minute (PPM), a state agency must obtain written approval to purchase the device from Rodney Vessell ([Rodney.Vessell@oa.mo.gov](mailto:Rodney.Vessell@oa.mo.gov)) of OA General Services State Printing. State agencies must submit State Printing’s written approval with the purchase order.
- 2.3 Trade-Ins: State agencies must obtain OA Surplus Property’s approval before trading in a copier.
- 2.4 Hard Drive Erase: State agencies must purchase hard drive erase software for all devices containing a hard drive.
- 2.5 Orders and Invoicing: When the manufacturer utilizes dealers to accept orders and payments, then the order must be placed to the same vendor as the payment will be made. (i.e. If orders are submitted to the manufacturer, then payment must be submitted to the manufacturer. If orders are submitted to a dealer then payment must be submitted to the same dealer.)
- 2.6 Financing Options: State agencies may enter into fair market value/operational leases, cancelable rentals, and non-cancelable rentals. State agencies must NOT enter into capital leases.
- 2.7 Special Toshiba Instructions:
  - 2.7.1 State agencies governed by Chapter 34 RSMo shall only acquire equipment from Toshiba America Business Solutions through outright purchase.
  - 2.7.2 Authorized dealers shall only accept orders for equipment. Authorized dealers shall not accept orders for maintenance service.
  - 2.7.3 Maintenance service shall only be placed with Toshiba America Business Solutions, Inc. Maintenance services are prohibited from being ordered from authorized dealers.

**3. ORDERING:**

- 3.1 Contractors must quote leasing and rental rates for Fair Market Value Leases, Operational Leases, Non-Cancelable Rentals, and Cancelable Rentals. State agencies must NOT enter into capital leases.
- 3.2 Agencies may use either PGQ or SC for placing orders from this contract. The following information needs to be included on purchase orders submitted for maintenance so the contractor can bill and collect meter readings correctly.

State of MO Contract number  
WSCA Contract number (#1715)  
Contractor Vendor Number  
Copier make  
Copier model  
Manufacturer Equipment ID Number or the Manufacturer Ser No  
Time Period the PO covers (For example: July 1, 2013 thru June 30, 2014)  
Quantity  
Monthly payment and monthly copy allowance  
Bill to Address  
Ship to address.....Copier address location, i.e., Dept and/or Div, Street Address, Room No., City, State, Zip  
Key Operator name for meter readings  
Key Operator fax number  
Key Operator phone number

3.3 This information will allow the contractor to set the copier up properly in the system to bill the correct amount to the correct address, inform the service tech of the location of the machine when service is needed, and give the contractor ample information to collect the monthly meter reading.

3.4 Owned Equipment Trade-In: Contractors may allow for state agencies to trade-in owned copier equipment as part of a new copier agreement under this contract, according to state regulations and laws. The value for the trade-in will be negotiated by the contractor and state agency at the time of the transaction and may not include any disposal or shipping fees.

- a. Moves, equipment pickups and equipment trade-ins must be accomplished within 30 days of the request.
- b. State agencies must obtain OA Surplus Property's approval before trading in a copier.

3.5 New orders for equipment must be installed by the contractor within 30 calendar days of order placement. Excess installation time may be afforded by the state agency. Software related to the equipment must be installed within five working days of the equipment installation unless the state agency extends this time.

3.6 When the manufacturer utilizes dealers to accept orders and payments, then the order must be placed to the same vendor as the payment will be made. (i.e. If orders are submitted to the manufacturer, then payment must be submitted to the manufacturer. If orders are submitted to a dealer then payment must be submitted to the same dealer.)

#### **4. PAYMENT:**

4.1 The contractors will invoice the state agency directly with that state agency paying the vendor or their authorized dealers directly.

4.2 All payments shall be made in arrears only.

#### **5. INSTALLATION:**

5.1 Pricing must include all in-house delivery of equipment and software, installation of equipment/accessories/software, network installation, removal of all waste material, initial training costs and removal cost (of the equipment placed under any subsequent agreement).

5.2 Network installation shall include: configuration of the copier for the proper network protocols; and installation of the appropriate print drivers on up to five computers per unit ordered.

5.3 Contractors may charge for excessive installation requirements including rigging, excessive access alterations and access to non-ground floors via stairs. Any such excessive installation charges must be quoted to the state agency prior to the signature of any lease, rental or purchase agreement and the resulting charge may not exceed this quote; but shall be based on the actual expenditures by the contractor.

**6. CONTRACT INFORMATION:**

6.1 Pricing for this WSCA contract must be expressed as a discount from Manufacturer’s Suggested Retail Price (MSRP). MSRP must be a published figure with Buyers Laboratory Inc (BLI). Discounts from list may be increased during the term of the contract by the contractors. At no time during the contract period may the discount be reduced.

6.2 Dedicated Contract Website: Contractors must maintain a contract website for the State of Missouri. Below is a link to the dedicated contract websites for each manufacturer:

Canon USA	<a href="http://ebb.cusa.canon.com/portal/page/portal/sites/home?state_site=96">http://ebb.cusa.canon.com/portal/page/portal/sites/home?state_site=96</a>
KIP America	<a href="http://wsca.kipamerica.com/content.asp?id=mo">http://wsca.kipamerica.com/content.asp?id=mo</a>
Konica Minolta	<a href="http://kmbcontent.konicaminolta.us/content/microsites/PublicSites/wsca/MO?CustFoldName=wsca&amp;Username=&amp;MicrositeFoldName=PublicSites">http://kmbcontent.konicaminolta.us/content/microsites/PublicSites/wsca/MO?CustFoldName=wsca&amp;Username=&amp;MicrositeFoldName=PublicSites</a>
Ricoh USA	<a href="http://www.ricoh-usa.com/rmap/wsca/stateofmo.aspx">http://www.ricoh-usa.com/rmap/wsca/stateofmo.aspx</a>
Sharp Electronics	<a href="http://wsca.sharpgov.com/Missouri/tabid/110/Default.aspx">http://wsca.sharpgov.com/Missouri/tabid/110/Default.aspx</a>
Toshiba America	<a href="http://www.toshibamedia.com/wsca-copiers/landingMO.htm">http://www.toshibamedia.com/wsca-copiers/landingMO.htm</a>
Xerox	<a href="https://www.portal.xerox.com/is-bin/INTERSHOP.enfinity/WFS/Xerox-PSO-Site/en_US/-/USD/SSO-Start?CustomerLocale=en_US&amp;LoginForm_OrganizationCode=WAS26&amp;LoginEmail=guest.was26%40xerox.com&amp;LoginForm_Login=guest.was26%40xerox.com&amp;RequestName=GuestLogin">https://www.portal.xerox.com/is-bin/INTERSHOP.enfinity/WFS/Xerox-PSO-Site/en_US/-/USD/SSO-Start?CustomerLocale=en_US&amp;LoginForm_OrganizationCode=WAS26&amp;LoginEmail=guest.was26%40xerox.com&amp;LoginForm_Login=guest.was26%40xerox.com&amp;RequestName=GuestLogin</a>

6.3 Survivability: Placements made using the authority provided by this contract will survive the contract itself. Those state agencies purchasing, renting or leasing the equipment will continue to receive ongoing service from the contractor at the agreed upon contract rate through the term of their placement contract agreement. The contract terms and conditions will survive the authorizing contract through that final term and any subsequent renewals and extensions.

- a. Those state agencies purchasing equipment will receive ongoing service from the contractor at the agreed upon contract rate until the expiration of the service contract. Upon the contract termination, state agencies and contractors may agree to further extend a placement. Such further extensions shall not be for more than twelve month terms, and the State agency will reserve the right to terminate these placements with 30 days written notice and without termination penalties.

6.4 Termination for Non-appropriation: The continuation of any financial obligation beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the local source, state legislature and/or federal sources. The state agency may terminate any financial obligation, and contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the state agencies funding from local, state and/or federal sources is not appropriated, withdrawn or limited.

6.5 End of Term Notification: Contractors must notify a State agency, in writing, 90 days prior to the end of any financing term or service and supplies term. Contractors must also inform the state agency of the options available to them as provided for in any resulting contract.

6.6 Warranty: Equipment must carry a minimum 90 day warranty that it is free from defects in material and workmanship. If defects are identified, the contractor agrees to repair or replace defective parts promptly on a like-for-like basis without additional cost to the state agency. Any and all items failing during the warranty period will be replaced promptly free of charge. Upon significant failure, the warranty period will commence again for a minimum 90 additional days. Significant failure shall be determined by the buyer of record.

6.7 End of Term Notification: The contractor must notify a state agency, in writing, 90 days prior to the end of any financing term or service and supplies term. Contractors must also inform the state agency of the options available to them as provided for in any resulting contract.

**7. LEASES:**

7.1 State agencies governed under Chapter 34 shall not lease copiers from Toshiba America Business Solutions.

7.2 Fair Market Value Lease: All fair market value leases shall have an end of term buyout to own value that is determined by the then current market price. Such leases shall be subject to monthly payment reduction by the contractor upon renewal, based upon the depreciated value. The depreciated value must be disclosed to the State agency at the time of the renewal; and the renewal rate is subject to the same terms and conditions under the contract with the contractor.

7.3 Operational Lease: All operational leases shall have an end of term buyout to own value that is determined prior to the lease inception, although this value may or may not be disclosed by the contractor, based on a fixed dollar amount or percentage of funded value. Such leases shall be subject to monthly payment reduction by the contractor upon renewal, based upon the depreciated value. The depreciated value must be disclosed to the state agency at the time of the renewal; and the renewal rate is subject to the same terms and conditions under the contract with the contractor.

7.4 Non-Cancelable Rental: All non-cancelable rentals shall not have a buyout to own option and all state agencies will be remitting payment for the usage of the equipment only. Such rentals shall be subject to monthly payment reduction by the contractor upon renewal, based upon the depreciated value. The depreciated value shall never reach a value that would result in the transfer of the asset to the state agency. The depreciated value must be disclosed to the state agency at the time of the renewal; and the renewal rate is subject to the same terms and conditions under the contract with the contractor.

7.5 All leases may be bought out to return to the contractors, although operational, non cancelable rentals and capital leases will be subject to a termination charge. The termination charge may not exceed the balance of lease payments and may not exceed more than four month service and supply base or 25% of the remaining term, whichever is less. No termination charges shall be applicable in the case of non-appropriations of funds.

7.6 The contractors, under this RFP and subsequent contract, may assign the leases produced under this contract; but the obligations, terms and conditions may not be altered and shall remain with the contractor.

7.7 State agencies may enter into fair market value/operational leases, cancelable rentals, and non-cancelable rentals. State agencies must NOT enter into capital leases.

**8. MAINTENANCE:**

8.1 Contractors must perform full service support for all proposed copiers during normal business hours (Monday through Friday, 8:00 a.m. – 5:00 p.m. not including state holidays) within the pricing proposed.

8.2 Contractors must maintain the following service response times according to the following service zones and segments, unless otherwise allowed by the buyer of record:

<b>Groups</b>	<b>Urban Response Time</b>	<b>Rural Response Time</b>	<b>Remote Response Time</b>
Groups A & B	4 Hours	1 Working Day	4 Working Days
Groups C & D	3 Hours	6 Hours	2 Working Days
Group E	4 Hours	1 Working Day	4 Working Days

a. Service Zone: The following table provides the definitions for three separate service zones based on the distance from the contractor’s closest Service Base Location.

<b>Service Zone</b>	<b>Definition</b>
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<b>Urban</b>	Within a 60 mile radius of closest Service Base Location, within 60 miles of the State Capital or within a 60 mile radius of a Metropolitan Statistical Area.
<b>Rural</b>	Outside of a 60 mile radius from closest Service Base Location, the State Capital or a Metropolitan Statistical Areas.
<b>Remote</b>	Areas inaccessible via road from any Urban or Rural Service Zone regardless of distance.

8.3 Equipment Inspection/Testing/Acceptance: Inspections, tests, measurements, or other acts or functions performed by the ordering State agency shall in no manner be construed as relieving the Successful Vendor from full compliance with contract requirements. At a minimum, an installed device must demonstrate the capability of providing the functions and services specified in the manufacturer’s published literature.

8.4 No contract term for service, supplies, lease payments or rental payments may begin prior to successful delivery, installation and acceptance of the ordered equipment by the State agency. As such, no valid invoice may be issued by the Successful Vendor prior to the acceptance by the State agency.

**9. CANCELLATION:**

9.1 All Cancelable rentals may be canceled upon 30 days written notice to the contractors at any point during the lease or rental term. The contractors may assess a penalty of no more than four monthly lease/rental payments that are not to include service or supply base commitments for the cancelation of a cancelable rental. Such cancelation will be subject to review and approval by the buyer of record.

**10. INVOICING REQUIREMENTS:**

10.1 All invoices must bear the state’s contract number, and reference the model number, serial number, copy usage, unit and extended price, billing period, and agency name and location.

10.2 The state agencies shall commit in advance to the monthly minimums specified on the Pricing Pages, thus creating a minimum monthly payment amount. If the state agency’s usage exceeds their monthly minimum copy allowance, the contractor shall bill the state agency for their monthly minimum copy allowance price including the cost per copy pricing for each copy which exceeds their monthly minimum copy allowance.

10.3 There shall be no more than one billing per calendar month and bills for more or less than 30 days shall have the monthly copy allowance prorated. Any given calendar day shall only be billed 1 time. Contractors may use longer billing cycles, such as 60 or 90 days, but the monthly copy allowance and actual usage must be prorated accordingly.

10.4 The contractor shall provide each agency with meter cards for each copier as necessary. Agencies shall complete the cards and mail per instructions provided by the contractor.