

Form No. DMB 234A (Rev. 1/96)  
 AUTHORITY: Act 431 of 1984  
 COMPLETION: Required  
 PENALTY: Failure to deliver in accordance with Contract terms and conditions and this notice, may be considered in default of Contract

STATE OF MICHIGAN  
 DEPARTMENT OF MANAGEMENT AND BUDGET  
 ACQUISITION SERVICES  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

November 28, 2005

**CHANGE NOTICE NO. 6**  
**TO**  
**CONTRACT NO. 071B1001103**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

**FAX (248) 478-4472**

NAME & ADDRESS OF VENDOR  <b>Albin Industries, Inc.</b> <b>P. O. Box 346</b> <b>Farmington Hills, MI 48332-0346</b>  <b>gyauch@albinkonica.com</b>	TELEPHONE Greg Yauch <b>(800) 686-0404 x 318</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-7374 <b>Joan Bosheff</b>
Contract Compliance Inspector: Joan Bosheff <b>Analog Photocopying Equipment – Statewide</b>	
CONTRACT PERIOD: From: <b>November 1, 2000</b> To: <b>November 1, 2006</b>	
TERMS <b>Net 30 Days</b>	SHIPMENT <b>Per Specifications</b>
F.O.B. <b>Delivered and Installed</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

**CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT**

**NATURE OF CHANGE (S):**

**Effective immediately this contract is hereby INCREASED \$200,000.00. All other terms and conditions shall remain the same.**

**AUTHORITY/ REASON:**

**Per DMB/ Acquisition Services.**

**INCREASE: \$200, 000.00**

**TOTAL REVISED ESTIMATED CONTRACT VALUE REMAINS: \$6,200,000.00**

STATE OF MICHIGAN  
 DEPARTMENT OF MANAGEMENT AND BUDGET  
 ACQUISITION SERVICES  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

October 5, 2005

**CHANGE NOTICE NO. 5 (Revised)**  
**TO**  
**CONTRACT NO. 071B1001103**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

**FAX (248) 478-4472**

NAME & ADDRESS OF VENDOR		TELEPHONE Greg Yauch <b>(800) 686-0404 x 318</b>
<b>Albin Industries, Inc.</b> <b>P. O. Box 346</b> <b>Farmington Hills, MI 48332-0346</b>  <b>gyauch@albinkonica.com</b>		VENDOR NUMBER/MAIL CODE
		BUYER/CA (517) 373-7374 <b>Joan Bosheff</b>
Contract Compliance Inspector: Joan Bosheff		
<b>Analog Photocopying Equipment – Statewide</b>		
CONTRACT PERIOD: From: <b>November 1, 2000</b>		To: <b>November 1, 2006</b>
TERMS	SHIPMENT	
<b>Net 30 Days</b>	<b>Per Specifications</b>	
F.O.B.	SHIPPED FROM	
<b>Delivered and Installed</b>	<b>N/A</b>	
MINIMUM DELIVERY REQUIREMENTS		
<b>N/A</b>		

**NATURE OF CHANGE (S):**

**This contract is EXTENDED to November 1, 2006. No new copiers can be ordered from this contract. Local units of government may continue to acquire digital equipment.**

**All other terms and conditions remain the same.**

Form No. DMB 234A (Rev. 1/96)  
 AUTHORITY: Act 431 of 1984  
 COMPLETION: Required  
 PENALTY: Failure to deliver in accordance with Contract terms and conditions and this notice, may be considered in default of Contract

STATE OF MICHIGAN  
 DEPARTMENT OF MANAGEMENT AND BUDGET  
 ACQUISITION SERVICES  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

August 29, 2005

CHANGE NOTICE NO. 5  
 TO  
 CONTRACT NO. 071B1001103  
 between  
 THE STATE OF MICHIGAN  
 and

FAX (248) 478-4472

NAME & ADDRESS OF VENDOR		TELEPHONE Greg Yauch <b>(800) 686-0404 x 318</b>
<b>Albin Industries, Inc.</b> <b>P. O. Box 346</b> <b>Farmington Hills, MI 48332-0346</b>  <b>gyauch@albinkonica.com</b>		VENDOR NUMBER/MAIL CODE
		BUYER/CA (517) 373-7374 <b>Joan Bosheff</b>
Contract Compliance Inspector: Joan Bosheff		
<b>Analog Photocopying Equipment – Statewide</b>		
CONTRACT PERIOD: From: <b>November 1, 2000</b> To: <b>November 1, 2006</b>		
TERMS	SHIPMENT	
<b>Net 30 Days</b>	<b>Per Specifications</b>	
F.O.B.	SHIPPED FROM	
<b>Delivered and Installed</b>	<b>N/A</b>	
MINIMUM DELIVERY REQUIREMENTS		
<b>N/A</b>		

**NATURE OF CHANGE (S):**

**This contract is EXTENDED to November 1, 2006. No new copiers can be ordered from this contract.**

**All other terms and conditions remain the same.**

Form No. DMB 234A (Rev. 1/96)  
 AUTHORITY: Act 431 of 1984  
 COMPLETION: Required  
 PENALTY: Failure to deliver in accordance with Contract terms and conditions and this notice, may be considered in default of Contract

STATE OF MICHIGAN  
 DEPARTMENT OF MANAGEMENT AND BUDGET  
 ACQUISITION SERVICES  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

July 29, 2003

CHANGE NOTICE NO. 4  
 TO  
 CONTRACT NO. 071B1001103  
 between  
 THE STATE OF MICHIGAN  
 and

FAX (248) 478-4472

NAME & ADDRESS OF VENDOR		TELEPHONE Greg Yauch <b>(800) 686-0404 x 318</b>
<b>Albin Industries, Inc.</b> <b>P. O. Box 346</b> <b>Farmington Hills, MI 48332-0346</b>  <b>gyauch@albinkonica.com</b>		VENDOR NUMBER/MAIL CODE
		BUYER (517) 373-7374 <b>Joan Bosheff</b>
Contract Administrator: Joan Bosheff		
<b>Analog Photocopying Equipment – Statewide</b>		
CONTRACT PERIOD: From: <b>November 1, 2000</b>		To: <b>September 30, 2005</b>
TERMS	SHIPMENT	
<b>Net 30 Days</b>	<b>Per Specifications</b>	
F.O.B.	SHIPPED FROM	
<b>Delivered and Installed</b>	<b>N/A</b>	
MINIMUM DELIVERY REQUIREMENTS		
<b>N/A</b>		

**NATURE OF CHANGE (S):**

**This contract is EXTENDED to September 30, 2005. No new copiers can be ordered from this contract. In addition, effective November 1, 2003, pricing will be DECREASED by 7%. To establish new pricing, multiply the price currently being paid by .93.**

**All other terms and conditions remain the same.**

STATE OF MICHIGAN  
 DEPARTMENT OF MANAGEMENT AND BUDGET  
 OFFICE OF PURCHASING  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

November 1, 2001

CHANGE NOTICE NO. 3  
 TO  
 CONTRACT NO. 071B1001103  
 between  
 THE STATE OF MICHIGAN  
 and

FAX (248) 478-4472

NAME & ADDRESS OF VENDOR		TELEPHONE Greg Yauch <b>(800) 686-0404 x 318</b>
<b>Albin Industries, Inc.</b> <b>P. O. Box 346</b> <b>Farmington Hills, MI 48332-0346</b>  <b>albionstate@konica.com</b>		VENDOR NUMBER/MAIL CODE
		BUYER (517) 373-7374 <b>Joan Bosheff</b>
Contract Administrator: Joan Bosheff		
<b>Analog Photocopying Equipment – Statewide</b>		
CONTRACT PERIOD: From: <b>November 1, 2000</b> To: <b>November 1, 2003</b>		
TERMS	SHIPMENT	
<b>Net 30 Days</b>	<b>Per Specifications</b>	
F.O.B.	SHIPPED FROM	
<b>Delivered and Installed</b>	<b>N/A</b>	
MINIMUM DELIVERY REQUIREMENTS		
<b>N/A</b>		

**NATURE OF CHANGE(S):**

**Effective immediately, no new equipment can be acquired from this contract for State of Michigan agencies. Local units of government may continue to acquire both analog and digital equipment.**

**All other terms, conditions, and prices remain the same.**

STATE OF MICHIGAN  
 DEPARTMENT OF MANAGEMENT AND BUDGET  
 OFFICE OF PURCHASING  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

December 8, 2000

**CHANGE NOTICE NO. 2**  
**TO**  
**CONTRACT NO. 071B1001103**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

**FAX (248) 478-4472**

NAME & ADDRESS OF VENDOR  <b>Albin Industries, Inc.</b> <b>P. O. Box 346</b> <b>Farmington Hills, MI 48332-0346</b>	TELEPHONE Greg Yauch <b>(800) 686-0404 x 318</b>
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 373-7374 <b>Joan Bosheff</b>
Contract Administrator: Joan Bosheff <b>Analog Photocopying Equipment – Statewide</b>	
CONTRACT PERIOD: From: <b>November 1, 2000</b> To: <b>November 1, 2003</b>	
TERMS <b>Net 30 Days</b>	SHIPMENT <b>Per Specifications</b>
F.O.B. <b>Delivered and Installed</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

**NATURE OF CHANGE (S):**

**Correction in copier to be provided in Category 5, Model 3340.**

**For more detailed information, visit [www.albinkonica.com](http://www.albinkonica.com). Use password "MI". Then go to Customer Care Center and then State of Michigan icon.**

**All other terms, conditions, and prices remain the same.**

STATE OF MICHIGAN  
 DEPARTMENT OF MANAGEMENT AND BUDGET  
 OFFICE OF PURCHASING  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

December 1, 2000

**CHANGE NOTICE NO. 1**  
**TO**  
**CONTRACT NO. 071B1001103**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

**FAX (248) 478-4472**

NAME & ADDRESS OF VENDOR  <b>Albin Industries, Inc.</b> <b>P. O. Box 346</b> <b>Farmington Hills, MI 48332-0346</b>	TELEPHONE Greg Yauch <b>(800) 686-0404 x 318</b>
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 373-7374 <b>Joan Bosheff</b>
Contract Administrator: Joan Bosheff <b>Analog Photocopying Equipment – Statewide</b>	
CONTRACT PERIOD: From: <b>November 1, 2000</b> To: <b>November 1, 2003</b>	
TERMS <b>Net 30 Days</b>	SHIPMENT <b>Per Specifications</b>
F.O.B. <b>Delivered and Installed</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

**NATURE OF CHANGE (S):**

**Additions to the contract, per the following:**

- 1. THE CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.**
- 2. Shipment: 30 days ARO**

**Corrections to the contract, per the following:**

- 1. Correct fax # is (248) 478-4472**
- 2. Page 17 - Category 5**  
**Copies over 15,000 per month will be billed at .012 per copy.**  
  
**Category 6**  
**Copies over 25,000 per month will be billed at .012 per copy.**

**All other terms, conditions, and prices remain the same.**

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STATE OF MICHIGAN  
 DEPARTMENT OF MANAGEMENT AND BUDGET  
 OFFICE OF PURCHASING  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

November 16, 2000

**NOTICE  
 OF  
 CONTRACT NO. 071B1001103  
 between  
 THE STATE OF MICHIGAN  
 and**

**FAX (248) 478-0399**

NAME & ADDRESS OF VENDOR  <p style="text-align: center;"><b>Albin Industries, Inc.          P. O. Box 346          Farmington Hills, MI 48332-0346</b></p>	TELEPHONE Greg Yauch <b>(800) 686-0404 x318</b> VENDOR NUMBER/MAIL CODE  BUYER (517) 373-7374 <b>Joan Bosheff</b>
Contract Administrator: Joan Bosheff <p style="text-align: center;"><b>Analog Photocopying Equipment – Statewide</b></p>	
CONTRACT PERIOD: From: <b>November 1, 2000</b> To: <b>November 1, 2003</b>	
TERMS <p style="text-align: center;"><b>Net 30 Days</b></p>	SHIPMENT <p style="text-align: center;"><b>Per Specifications</b></p>
F.O.B. <p style="text-align: center;"><b>Delivered and Installed</b></p>	SHIPPED FROM <p style="text-align: center;"><b>N/A</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	

The terms and conditions of this Contract are those of ITB #07110000552, this Contract Agreement and the vendor's quote dated 8/29/2000. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: \$ 6,000,000.00

STATE OF MICHIGAN  
 DEPARTMENT OF MANAGEMENT AND BUDGET  
 OFFICE OF PURCHASING  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

**CONTRACT NO. 071B1001103**

**between  
 THE STATE OF MICHIGAN  
 and**

**FAX (248) 478-0399**

NAME & ADDRESS OF VENDOR  <b>Albin Industries, Inc.</b> <b>P. O. Box 346</b> <b>Farmington Hills, MI 48332-0346</b>	TELEPHONE Greg Yauch <b>(800) 686-0404 x318</b> VENDOR NUMBER/MAIL CODE  BUYER (517) 373-7374 <b>Joan Bosheff</b>
Contract Administrator: Joan Bosheff <p style="text-align: center;"><b>Analog Photocopying Equipment – Statewide</b></p>	
CONTRACT PERIOD: From: <b>November 1, 2000</b> To: <b>November 1, 2003</b>	
TERMS <p style="text-align: center;"><b>Net 30 Days</b></p>	SHIPMENT <p style="text-align: center;"><b>Per Specifications</b></p>
F.O.B. <p style="text-align: center;"><b>Delivered and Installed</b></p>	SHIPPED FROM <p style="text-align: center;"><b>N/A</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	
MISCELLANEOUS INFORMATION: <p><b>The terms and conditions of this Contract are those of ITB #07110000552, this Contract Agreement and the vendor's quote dated 8/29/2000. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.</b></p> <p><b>Estimated Contract Value: \$ 6,000,000.00</b></p>	

**THIS IS NOT AN ORDER:** This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. 07110000552. A Purchase Order Form will be issued only as the requirements of the State Departments are submitted to the Office of Purchasing. Orders for delivery may be issued directly by the State Departments through the issuance of a Purchase Order Form.

All terms and conditions of the invitation to bid are made a part hereof.

<b>FOR THE VENDOR:</b>  <p style="text-align: center;"><b>Albin Industries, Inc.</b></p> <hr/> <p style="text-align: center;">Firm Name</p> <hr/> <p style="text-align: center;">Authorized Agent Signature</p> <hr/> <p style="text-align: center;">Authorized Agent (Print or Type)</p> <hr/> <p style="text-align: center;">Date</p>	<b>FOR THE STATE:</b>  <hr/> <p style="text-align: center;">Signature  <b>David F. Ancell</b></p> <hr/> <p style="text-align: center;">Name  <b>State Purchasing Director</b></p> <hr/> <p style="text-align: center;">Title</p> <hr/> <p style="text-align: center;">Date</p>
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**SECTION I  
STANDARD TERMS AND CONDITIONS**

**I-A GENERAL**

This Contract is for the commodities or services specified to be furnished during the Contract period. Exact quantities to be purchased are unknown; however, the Contractor is required to furnish all such materials as may be ordered during the Contract period. Quantities specified, if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities. Orders will be issued directly to the Contractor by various State agencies.

In order of precedence, this Contract consists of the contents of the ITB, all published addenda modifying the ITB, and the Contractor's response to the ITB. The State of Michigan shall not be bound by any part(s) of the Contractor's response to the ITB which contained information, options, conditions, terms, or prices not requested nor required in the ITB.

The failure of a party to insist upon strict adherence to any term of this Contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term or any other term of the Contract.

This Contract may not be modified, amended, extended, or augmented except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

Each provision of this Contract shall be deemed to be severable from all other provisions of the contract and, if one or more of the provisions of the contract shall be declared invalid, the remaining provisions of the contract shall remain in full force and effect.

This contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan.

**I-B TERM OF CONTRACT**

The term of this Contract will be for a three (3) year period and will commence November 1, 2000, through November 1, 2003. At the discretion of the State, two (2) one (1) year extensions of this Contract may apply.

**I-C ISSUING OFFICE**

This Contract is issued by the Office of Purchasing, State of Michigan, Department of Management and Budget, hereinafter known as the Office of Purchasing, for the various State of Michigan departments, hereinafter known as state agencies. Where actions are a combination of those of the Office of Purchasing and the State agencies, the authority will be known as the State.

The Office of Purchasing is the sole point of contact in the State with regard to all procurement and contractual matters relating to the commodities and/or services described herein. The Office of Purchasing is the only office authorized to change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of this Contract. The Office of Purchasing will remain the **SOLE POINT OF CONTACT** throughout the Contract period until such time as the Director of Purchasing shall direct otherwise in writing (see paragraph below). All communications covering this Contract must be addressed to:

Department of Management and Budget  
Office of Purchasing  
Attn: Joan Bosheff  
2nd Floor, Mason Building  
P. O. Box 30026  
Lansing, Michigan 48909  
**(517) 373-7374**

**I-D CONTRACT ADMINISTRATOR**

Upon receipt at the Office of Purchasing of the properly executed Contract Agreement, it is anticipated that the Director of Purchasing will direct that all state agencies be authorized to administer the Contract on a day-to-day basis during the term of this Contract. However, administration of this Contract implies no authority to change, modify, clarify, amend, or otherwise alter the terms, conditions, and specifications of such Contract. That authority is retained by the Office of Purchasing.

**I-E INCURRING COSTS**

The State of Michigan is not liable for any cost incurred by the Contractor prior to the signing of the Contract. The State fiscal year is October 1<sup>st</sup> through September 30<sup>th</sup>. The Contractor should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations. Total liability of the State is limited to the terms and conditions of this Contract.

**I-F NEWS RELEASES**

News releases pertaining to this Contract or project to which it relates shall not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with this Contract are to be released without prior written approval of the State and then only to persons designated.

**I-G PRIME CONTRACTOR RESPONSIBILITIES**

The prime Contractor will be required to assume responsibility for all contractual activities offered in this Contract, whether or not that Contractor performs them. Further, the State will consider the prime Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from this Contract. If any part of the work is to be subcontracted, the Contractor shall provide a list of subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve subcontractors and to require the primary Contractor to replace subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the subcontractor to all provisions of the Contract. Any change in subcontractors must be approved by the State, in writing, prior to such change.

**I-H INTERVIEWS**

The State reserves the right to interview the key personnel assigned by the Contractor to this project and to recommend reassignment of personnel deemed unsatisfactory by the State. The State reserves the right to approve subcontractors for this project and to require primary Contractors to replace subcontractors who are found to be unacceptable.

**I-I ASSIGNMENT**

The Contractor shall not have the right to assign this Contract or to assign or delegate any of its duties or obligations under this Contract to any other party (whether by operation of law or otherwise) without the prior written consent of the State. Any purported assignment in violation of this section shall be null and void. Further, the Contractor may not assign the right to receive money due under this Contract without the prior written consent of the State Purchasing Director.

**I-J DELEGATION**

The Contractor shall not delegate any duties or obligations under this Contract to a subcontractor other than a subcontractor named in the ITB unless the State Purchasing Director has given written consent to the delegation.



**I-K DISCLOSURE**

All information in the Contractor’s proposal and the Contract is subject to the provisions of the Freedom of Information Act. 1976 Public Act No. 442, as amended, MCL 15.231, *et seq.*

**I-L TAXES**

The State of Michigan is exempt from Federal Excise Tax, State or Local Sales Tax. Prices shall not include such taxes. Exemption Certificates for Federal Excise Tax will be furnished upon request.

**I-M USAGE REPORTING**

The Contractor may be required to report the Contract usage by The State of Michigan and/or all local units of government. Such usage shall be reported quarterly and by item to the buyer in the Office of Purchasing, Department of Management and Budget. See “Vendor Reporting Requirements” in Section II of this ITB for further details.

**I-N INDEMNIFICATION**

1. General Indemnification

The Contractor shall indemnify, defend and hold harmless the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

- (a) any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of the Contractor or any of its subcontractors under this Contract.
- (b) any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in the Contract;
- (c) any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or related to occurrences that the Contractor is required to insure against as provided for in this Contract;
- (d) any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State;
- (e) any claim, demand, action, citation or legal proceeding against the State, its employees and agents which results from an act or omission of the Contractor or any of its subcontractors in its or their capacity as an employer of a person.

2. Patent/Copyright Infringement Indemnification

The Contractor shall indemnify, defend and hold harmless the State, its employees and agents from and against all losses, liabilities, damages (including taxes), and all related costs and expenses



(including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become or in the Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor shall at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Contractor, (ii) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

3. Indemnification Obligation Not Limited

In any and all claims against the State of Michigan, or any of its agents or employees, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefits acts, or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in subclauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other subclause.

4. Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and affect notwithstanding the expiration or early termination of the Contract with respect to any claims based on facts or conditions which occurred prior to termination.

**I-O CONTRACTOR'S LIABILITY INSURANCE**

The Contractor shall purchase and maintain such insurance as will protect him/her from claims set forth below which may arise out of or result from the Contractor's operations under the contract (Purchase Order), whether such operations be by himself/herself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1) Claims under workers' disability compensation, disability benefit and other similar employee benefit act. A non-resident Contractor shall have insurance for benefits payable under Michigan's Workers' Disability Compensation Law for any employee resident of and hired in Michigan; and as respects any other employee protected by workers' disability compensation laws of any other State the Contractor shall have insurance or participate in a mandatory State fund to cover the benefits payable to any such employee.
- (2) Claims for damages because of bodily injury, occupational sickness or disease, or death of his/her employees.
- (3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than his/her employees, subject to limits of liability of not less than \$300,000 each occurrence and, when applicable \$300,000 annual aggregate, for non-automobile hazards and as required by law for automobile hazards.



- (4) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom, subject to a limit of liability of not less than \$50,000 each occurrence for non-automobile hazards and as required by law for automobile hazards.
- (5) Insurance for Subparagraphs (3) and (4) non-automobile hazards on a combined single limit of liability basis shall not be less than \$300,000 each occurrence and when applicable, \$300,000 annual aggregate.

The insurance shall be written for not less than any limits of liability herein specified or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under the Indemnification clause of the contract (Purchase Order).

BEFORE STARTING WORK THE CONTRACTOR'S INSURANCE AGENCY MUST FURNISH TO THE DIRECTOR OF THE OFFICE OF PURCHASING, ORIGINAL CERTIFICATE(S) OF INSURANCE VERIFYING LIABILITY COVERAGE. THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. These Certificates shall contain a provision that coverage's afforded under the policies will not be canceled until at least fifteen days prior written notice bearing.

**I-P CONTRACT DISTRIBUTION**

The Office of Purchasing shall retain the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by the purchasing office.

**I-Q ACCOUNTING RECORDS**

The Contractor and all subcontractors shall maintain all pertinent financial and accounting records and evidence pertaining to this Contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Auditor General at any time during the Contract period and any extension thereof, and for three years from expiration date and final payment on the Contract or extension thereof.

Obligation of Funds and Financial Expenditure Summary – All obligations for this Agreement must be made by the Contractor prior to the termination date and liquidated within sixty (60) days from said termination date.

**I-R NON-DISCRIMINATION CLAUSE**

In the performance of this Contract, the Contractors agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental handicap or disability. The Contractor further agrees that every subcontract entered into for the performance of this Contract will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2201, *et seq.*, and the Michigan Handicapper's Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, *et seq.*, and any breach thereof may be regarded as a material breach of the Contract or purchase order.

**I-S CANCELLATION**

- 1. The State may cancel the Contract for default of the Contractor. Default is defined as the failure of the Contractor to fulfill the obligations of the quotation or Contract. In case of default by the Contractor, the State may immediately and/or upon 30 days prior written notice to the Contractor cancel the Contract without further liability to the State, its departments, divisions, agencies, sections, commissions, officers, agents and employees, and procure the services from other sources, and hold the Contractor responsible for any excess costs occasioned thereby.



2. The State may cancel the Contract in the event the State no longer needs the services or products specified in the Contract, or in the event program changes, changes in laws, rules or regulations, relocation of offices occur, or the State determines that statewide implementation of the Contract is not feasible, or if prices for additional services requested by the State are not acceptable to the State. The State may cancel the Contract without further liability to the State, its departments, divisions, agencies, sections, commissions, officers, agents and employees by giving the Contractor written notice of such cancellation 30 days prior to the date of cancellation.
3. The State may cancel the Contract for lack of funding. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation of funds for this project. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available, the State shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to the Contractor. The State shall give the Contractor written notice of such non-appropriation within 30 days after it receives notice of such non-appropriation.
4. The State may immediately cancel the Contract without further liability to the State its departments, divisions, agencies, sections, commissions, officers, agents and employees if the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects on the Contractor's business integrity.
5. The State may immediately cancel the Contract in whole or in part by giving notice of termination to the Contractor if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, Section 5, and Civil Service Rule 4-6.
6. A contractor's intentional or willful submission of misleading or false information in the application for or performance of a State contract is grounds for canceling the contract without penalty to the State.
7. The State may, with 30 days written notice to the Contractor, cancel the Contract in the event prices proposed for Contract modification/extension are unacceptable to the State.
8. Termination by the Contractor may be effected by delivery to the Contract Manager of a notice not less than 30 days prior to the date of termination, specifying the reason(s) for termination and the date on which termination becomes effective. The State shall reimburse the Contractor as appropriate for all authorized expenditures made up to the effective date of termination. Upon termination, any funds not authorized for use shall be immediately returned.

**I-T NOTICE OF BREACH AND RIGHT TO CURE**

In the event of breach by the Contractor and before other remedies are invoked, the State shall provide the Contractor written notice of the breach and a time period to cure said breach described in the notice. In the event the Contractor fails to cure the breach within the time period provided, the State shall have available any and all remedies described herein. In the event the breach is not cured within the time frame provided and the State elects to invoke liquidated damages, if permitted under this Contract, said liquidated damages shall commence on the date the cure period expires. This subsection regarding notice and opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature.



**I-U RELATIONSHIP OF THE PARTIES (INDEPENDENT CONTRACTOR)**

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

**I-V SURVIVOR**

Any provisions of this Contract that impose continuing obligations on the parties including, but not limited to, the Contractor's indemnity and other obligations shall survive the expiration or cancellation of this Contract for any reason.

**I-W MODIFICATION OF CONTRACT**

The Office of Purchasing reserves the right to modify this Contract at any time during the contract term. Modifications may include changing the locations to be serviced, additional locations to be serviced, method or manner of performance of the work, number of days service is to be performed, addition or deletion of tasks to be performed, addition or deletion of items, and/or any other modifications deemed necessary. Any changes in pricing proposed by the Contractor resulting from the proposed changes are subject to acceptance by the State. Changes may be increases or decreases. **IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THE CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATION.**

**I-X UNFAIR LABOR PRACTICES**

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, *et seq*, the State shall not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to Section 2 of the Act. A Contractor of the State, in relation to the Contract, shall not enter into a Contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to Section 4 of 1980 Public Act 278, MCL 423.324, the State may void any Contract if, subsequent to award of this Contract, the name of the Contractor as an employer, or the name of the subcontractor, manufacturer or supplier of the Contractor appears in the register.

**I-Y DISPUTES**

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by an understanding shall be decided by the Contract Manager, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contract Manager shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor may mail or otherwise furnish to the Contract Manager a written appeal. Pending final decision of disputes, the Contractor shall proceed diligently with the performance of this Contract and in accordance with the Contract Manager's decision.



## SECTION II WORK STATEMENT

### II-A SPECIFIC REQUIREMENTS/SPECIFICATIONS

#### Terminology

The following definitions apply:

"Agency" may refer to any State agency; to any State institution of higher education; to any political subdivision that is authorized to utilize the price agreement or to any department within any of the previously-named entities.

"Contractor" refers to successful bidder who has been awarded this price agreement.

"Contract" refers to the agreement between the awarded Contractor and the State of Michigan Department of Management and Budget, Office of Purchasing, covering the Statewide program.

"Placement" refers to the rental agreement between the Contractor and an individual agency covering a single copier. The period of the placement would have a starting date dependent upon the date of installation and a length that could vary from 12 months to several years. (Copiers placed in the last year of the price agreement could have a rental period that extends beyond the expiration date of the State wide price agreement.)

"Equipment Placement Assessment" is a phrase used to describe the process of assessing volumes, documents, networking, and workflow issues, then matching a box to those specifications.

#### Rental Period for Copier Placements

It is the intention of the State that the majority of copier placements will be maintained throughout the duration of this Contract (that is, for the first year as well as through the possible consecutive renewal periods). The rental period for each analog copier placement will be 36 months.

Occasionally short-term (less than 12-month rental period) placements may be requested during the term of the price agreement with the agency advising the Contractor of the possible short-term nature that the anticipated length of lease prior to placing an order. In this case, the Contractor will charge the same monthly rate as it charges for full-term 12-month placements plus 2%. Such short-term rentals are not expected to exceed 5% of the total number of copiers placed in conjunction with this Contract.

#### Transition from Existing Contract

The State recognizes that some equipment placed on the previous analog contracts may be relatively new. Each agency will have the option to maintain equipment with its current Contractor, at a discounted rate, for a period not to exceed 12 months from the issue date of this Contract. This option is available for Categories I and II machines based on age of equipment (must be less than 24 months old), or total copy volume.

#### Pricing

The pricing submitted by the Contractor includes all costs for rental of the copier including service plus any and all supply costs (such as toner, developer, drums and oil) required for operation. Copier paper is not considered in the cost of supplies. Pricing shall apply to any and all machines that may be placed in any county in Michigan that is covered by this Contract. Pricing, as well as all other costs, shall remain firm throughout the entire duration of this Contract. Pricing will be reviewed before any renewal period and will remain fixed until such review.



### **Equipment Placement Assessment**

Realizing the complex nature for specific data on all copier placements, the State of Michigan requires that an assessment be completed for every new copier placed against this Contract. The assessment shall consist of the completion of the "Copier Assessment Form" as well as a site analysis where the unit will be installed. Other Contractor assessment documentation may be used in addition to the Copier Assessment Form. Contractor assessment documentation may not substitute the Copier Assessment Form. Any placement identified to have not completed this process may be subject to cancellation. Should the Contractor repeatedly place equipment without completion of the assessment, the Contractor will be in breach of Contract.

Due to the nature of this Contract, any and all stated guarantees on equipment, material and/or workmanship shall not commence until final acceptance by the State. This will be determined by a successful demonstration of the system as proposed.

ACCEPTANCE TEST: A test shall demonstrate the ability of the system to perform as detailed in the manufacturer's system specifications. The test shall be conducted in the presence of the authorized representatives of the State of Michigan and the Contractor to be accepted. The system shall run to State's satisfaction following the complete installation, in a full production mode, for a thirty (30) day period. It is understood that the testing will be conducted in the final placement environment.

Upon notification by the State that the system is not meeting the specification requirements, the Contractor shall immediately replace, repair or otherwise correct the defect or deficiency without cost to the State. This shall include any expense involved in replacing any information lost through such failure. In the event the Contractor fails to make such corrections, the corrections may be made by the State and the cost, thereof, charged to the Contractor.

### **Installation and Removal Charges**

All machines placed in conjunction with this Contract will be installed and removed free of charge. This applies to all situations including the following:

1. Contractor will not charge for removal of any defective machine.
2. If any agency requests an equipment upgrade from the same Contractor, no fee will be charged either for the removal of the previous machine or for installation of the new, more expensive machine. The Contractor may not charge for installation of additional accessories that are requested during the duration of the price agreement or the term of placement.
3. If an agency requests an equipment downgrade from the same Contractor, based on criteria outlined under the section heading "Volume Shifting" in this document, the Contractor will not charge any removal of installation fees.
4. If the entire price agreement is cancelled by the State due to Contractor's non-compliance or equipment non-performance, the cost of removing any and all copy machines will be at the Contractor's expense.
5. Contractor will charge no fees for removal of copiers when the price agreement reaches expiration.
6. No removal fees may be charged at the end of the rental period for any copiers placed within the last year of the price agreement, although these would remain in place for a full 12 months and possibly extend beyond the expiration date of the main Contract.
7. The Contractor will be responsible for moving of equipment when necessary (a standard flat rate charge will be negotiated).

### **Relocation Charges**

A relocation fee of \$125.00 will be charged to relocate a copier when a truck is required. A relocation of a copier within a building will be done at no charge to the State.

If any State agency relocates a copier, the State will assume liability for any damage(s). The Contractor will require a five (5) work day advance notice on copier relocations.



**Delivery of Supplies**

The Contractor shall deliver, with each and every copier that is installed, a start-up kit containing 90 days worth of supplies at no charge. The required amount of supplies will be based upon the stated Monthly Copy Volume of the appropriate copier category.

Each individual location will place reorders for copier supplies directly, via phone call or fax, with the Contractor. Agencies will order at least a 90-day supply (based again on the Monthly Copy Volume of the appropriate Copier Category). The Contractor shall deliver or ship the supplies at no charge and with freight prepaid within five (5) working days after receipt of order.

The Contractor will be expected to monitor supply usage in relation to actual copy volume and to report any discrepancies to the local administrator. Should the Contractor be able to fully document and prove that supplies intended for use in particular copier have been lost, misused or otherwise diverted, it may invoice the agency for those supplies at the current list price offered to the Federal Government.

**Meter Readings**

Meter readings shall be conducted on a monthly basis. The Contractor may obtain readings through an on-site visit by its authorized representative, through a phone call to each copier location or through a return meter card. Each individual agency, department or political subdivision will be expected to assign a contact person for the purpose of furnishing meter readings to the Contractor. Invoices shall be based on actual meter readings, not estimated volumes.

**Invoicing**

No advance payment or down payment may be charged on any rental.

The Contractor will issue invoices monthly and submit them no later than the 15th calendar day after receipt of meter reading. In all instances, invoices are to be issued to the "Bill To" address listed on the initial order or to the billing address requested by an individual agency. Invoices shall contain the following information:

1. Copier serial number
2. State Contract number
3. Installation address
4. Bill-to address
5. Meter readings - both previous month and current month.
6. Any and all copy credits
7. Total number of copies produced
8. Model description and copier category
9. Cost breakdown
10. Monthly base price and meter readings for the stated time period
11. Total cost
12. Current purchase order number

In order for payment to be processed, all invoices shall be billed in the current State fiscal year, with the exception of September.

**Volume Shifting**

If a particular copier has been in place for a minimum of 12 consecutive months and there is verifiable and documented (through either invoices or the monthly service report) evidence of an increase or decrease in its average monthly copy volume (or evidence of a monthly copy volume that consistently falls outside the category's volume range) for a minimum period of at least 3 consecutive months, an agency may elect to do either of the following:



1. If applicable, the agency may request a shift in the volume band from the Contractor, resulting in a change of cost.
2. The agency may request a shift in volume band from the Contractor, resulting in an upgrade or downgrade of the existing unit and a change in the cost based on the appropriate volume category.

**Training**

The Contractor shall provide key-operator training at the time a copier is installed and shall be willing to provide free training at any time it may be requested.

**Customer Service**

The Contractor will be expected to have representatives available who can respond within eight (8) business hours to telephone calls concerning copier operation, invoicing or the copier program in general. The Contractor shall provide a full-time, ongoing telephone support (800 number) for those questions that require immediate response, at no additional charge, for as long as the equipment is being maintained by the Contractor.

**On-Demand Repair Calls**

For the purpose of this Contract, "on-demand repair calls" are defined as emergency service calls which are placed to the Contractor by an agency, department or authorized end-user when a copier is inoperable. A technician shall arrive on the scene in response to a call for on demand repairs within four (4) business hours from the time of call. The Contractor will be responsible for any and all costs involved in returning the copier to operation, including travel, parking, labor, and parts replacement.

The Contractor shall normally respond to "Standard Maintenance Calls" within eight (8) hours after notification by the State that the equipment is inoperative. The equipment shall be repaired within four (4) hours of arrival at the site. If the Contractor fails to repair the equipment within the above period, the Contractor shall allow credit for each workday the equipment is inoperative, in an amount of 1/30 of the average monthly charge for the equipment (not to exceed one month charge in any calendar month).

**Courtesy Calls**

For the purpose of this Contract, "courtesy calls" are defined as service calls which are placed to the Contractor by an agency, department or authorized end-user when a copier is operable, but functioning at an unacceptable level of performance. Examples of courtesy calls include, but are not limited to, instances where copied sheets are too light, are too dark, contain lines, reproduce images unevenly or are chronically misfeeding. A technician shall arrive on the scene in response to a courtesy call within eight (8) business hours from the time of call. The Contractor will be responsible for any and all costs involved in returning the copier to operation, including travel, parking, labor, and parts replacement.

**Preventive Maintenance**

Preventive maintenance will be based upon the specific needs of an individual copier model as determined by the manufacturer. Preventive maintenance services may include, but are not limited to, necessary cleaning, periodic adjustments, replacement of chemicals and replacement of worn components at scheduled intervals based on the copy volume. Because such services may take up to several hours to perform and may cause inconvenience to an agency or department, the Contractor should make every effort to contact the key-operator at least eight (8) business hours before scheduling any preventive maintenance repairs. Because these services are already included in the cost per copy charge, the Contractor will be responsible for any and all costs involved in the maintenance operation, including travel, parking, labor, and parts replacement.



### **Copier Performance Standards**

Should Contractor's individual machine fail to meet the performance standards, the agency may first request a meeting with the Contractor to discuss the situation and request further repairs. If after one (1) month the unit is not operating at an acceptable performance level, the agency reserves the right to either negotiate with the Contractor on replacing or rebuilding the defective unit (with a loaner provided by the Contractor during the rebuilding process) or to cancel the placement.

All copiers rented in conjunction with the Contract shall maintain an overall average of at least 90% Operational Uptime (computed on a monthly basis as shown below) and an average of no more than seven (7)

service calls per month per unit. This does not include regular scheduled routine maintenance; operator training; or toner, fuser agents, and supply replacement. Operational Uptime is computed as follows:

**Copier Downtime** begins at the time an on-demand repair call for emergency service is placed to the Contractor and ends once the key-operator is satisfied that the unit has been restored to full working order.

Actual # State work days in a given month multiplied by 9 hours per day = **Total # of Work Hours**

Total # of Work Hours minus Copier Downtime = **Copy Use Hours**

Number of Copy Use Hours divided by the Total Number of Work Hours x 100 = **% Operational Uptime.**

Example:

22 Days x 9 Hours/day = 198 (Total # of Work Hours)

198 (Total # of Work Hours) - 19.8 (Copier Downtime) = 178.2 (# of Copy Use Hours)

178.2 (Number of Copy Use Hours)  
 \_\_\_\_\_ X 100 = 90 (% Operational Uptime)  
 198 (Number of Work Hours)

### **Contractor Reporting Requirements**

The Contractor shall submit to the Contract Administrator a complete service report summary for all units currently in place. This report shall be submitted monthly and shall contain the following minimum amount of information:

1. Location address
2. Installation date
3. Copier model, serial number and category (example: C-1, C-2, C-3...)
4. Copy volumes - for current month, average of previous 3 months, average of previous 6 months
5. Total downtime and response time for each month and, a complete service call summary for each month.
6. Reports shall be delivered to the Office of Purchasing no later than the 25th calendar day after receipt of the previous month's meter readings.

The State will utilize these monthly service report summaries submitted by the Contractor to ensure that performance standards are being met. However, all key-operators will also be encouraged to keep a log of service calls, response times and any chronic problems. The State reserves the right to refer to Contractor reports as well as key-operator logs in reviewing any complaints of Contractor non-compliance or equipment non-performance.

**Cancellation of Individual Placement**

The Contractor is advised that a single copier placement may be cancelled by an agency by giving five (5) days written notice (via mail or fax) to the Contractor. Issuance of cancellation may occur under the following circumstances:

1. The State agency or other authorized entity may cancel individual copier placement(s) upon documentation and verification of an individual copier's unacceptable degree of operational up-time, failure of the piece of equipment to otherwise meet performance specifications or Contractor's consistent pattern of non-compliance to service requirements and response times in regard to that machine. In the event the placement is cancelled for any of the above reasons involving Contractor non-compliance or equipment non-performance, neither the State nor the requesting entity will not be held responsible for any costs of removing equipment and will not be subject to any penalties.
2. The placement of copier(s) may be cancelled at no penalty due to absence of funding to an agency.

**Product Obsolescence**

All new products are models in currently in production. All models in the Contract shall have an available supply of replacement parts guaranteed throughout the duration of the Contract. If, however, an awarded copier model becomes unavailable during the term of the Contract, the Contractor shall provide the State with a substitute model at the original bid pricing for both machine and accessories. The Contractor shall notify the State in writing (via fax or mail) as soon as it is notified of the discontinuation. The substituted unit shall be new (meaning never previously used in any degree and containing only new parts and components as further defined in the equipment specification section of this Contract) and shall meet or exceed the performance and technical specifications of the copier model previously awarded. The State reserves the right to be the sole judge of whether a substituted model meets the specifications of the original model.

No additional copiers will be placed in the particular category in question until an adequate substitution model is offered by the vendor and accepted by the State. If the Contractor is still unable to provide the State with an acceptable substitution within 60 days from the date the model becomes unavailable for placement, the State reserves the right to drop the Contractor from that category and to obtain all future placements in that category from the other awarded Contractor.

**Responsibility for Damage to Equipment**

The risk of loss and/or damage to copiers and accessories will be the responsibility of the Contractor. Exceptions would occur only in instances where loss or damage can be attributed to negligence on the part of agency personnel. The Contractor shall document such incidents in writing and formally submit proof to the agency for review. If agency and Contractor agree that negligence on the part of the user is to blame, the Contractor may invoice the agency at its current published hourly rates and parts pricing for required repairs.

**Equipment Specifications**

1. The Contract specifies a value called Maximum Monthly Volume (MMV) for each model bid, where MMV is the max number of copies per month the machine is capable of producing and still stay within the acceptable performance range with acceptable volume between calls.
2. MMV may be the number used to determine the appropriateness of a particular machine to the expected usage.



3. COPIER'S MINIMUM REQUIREMENTS:
  - 16 – 32 lb. Paper
  - Transparencies (Flat Glass Surface)
  - Automatic dial to 99
  - 400 or 600 DPI
  - Speed must not reduce more than 10% of MRS when using Auto-Doc Feeder
  - Speed must not reduce more than 30% of MRS when duplexing in any mode.
  - ISO 9000 Preferred
4. If special wiring or electrical receptacle is required, the Contractor will provide specifications, and the State will be responsible for providing electrical service.
5. All service technicians shall be factory trained by the manufacturer and be permanently on staff with the Contractor (no brokers).

## **II-B CONTRACT PAYMENT SCHEDULE**

The specific payment schedule for this Contract will be mutually agreed upon by the State and the Contractor. The schedule should show payment amount and should reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates. As a general policy, statements shall be forwarded to the designated representative by the 15th day of the following month.

The Contractor shall maintain accounting records in accordance with generally accepted accounting procedures. The Contractor shall also maintain adequate expenditure documentation. Furthermore, the Contractor acknowledges that the State, based on audit findings, may disallow any expenditures which are not adequately documented or are not in accordance with the terms of this Contract and/or federal guidelines pertaining to the use of these funds. Financial records and supporting documentation shall be retained by the Contractor and available for audit purposes for three years or until a federal or state approved audit is completed, whichever occurs first. The Contractor will include, or incorporate by reference, the above provisions in every sub-agreement and will provide that said provisions will be binding upon each subcontractor.

## **II-C PROGRAM CONTROL AND REPORTS**

1. Program Control
  - (a) The Contractor will carry out this contract under the direction and control of the Office of Purchasing.
  - (b) Although there will be continuous liaison with the Contractor team, the client agency's authorized representative may meet **monthly**, as a minimum, with the Contractor's project manager for the purpose of reviewing placements and providing necessary guidance to the Contractor in solving problems which arise.
  - (c) The Contractor will submit brief written **quarterly** summaries of Contract status which outline the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated, which should be brought to the attention of the client agency's project director; and notification of any significant deviation from previously agreed-upon work plans. **These reports should be sent to the Contract Administrator and the appropriate buyer in the Department of Management and, Budget Office of Purchasing (see Section II-A – “Contractor Reporting Requirements” for details).**





**ITEM LISTING  
CONTRACT #071B1001103  
ALBIN BUSINESS CENTERS**

	MONTHLY RENTAL		PURCHASE
	MONTHLY MINIMUM COPIES	UNIT MONTHLY RENTAL	UNIT PURCHASE PRICE
<b>CATEGORY 1</b>			
<b>KONICA MODEL 1216 (16 cpm)</b>	2,500	\$ 99.50	\$2,436.00
OPTIONS:			
A.D.F. DOCUMENT FEEDER		\$ 34.00	\$1,340.00
10 BIN SORTER		\$ 27.00	\$1,126.00
PFU DB207A		\$ 24.00	\$ 920.00
SERVICE & SUPPLIES		INCLUDED	\$420.00 FOR 1 YEAR OR 30,000 COPIES
COPIES OVER 2,500 PER MONTH		.014 PER COPY	.014 PER COPY
<b>CATEGORY 2</b>			
<b>KONICA MODEL 2223 (16-25 cpm)</b>	3,500	\$ 104.00	\$2,954.00
OPTIONS:			
A.D.F. DOCUMENT FEEDER		\$ 42.00	\$1,395.00
R.A.D.F. DOCUMENT FEEDER		\$ 59.00	\$1,655.00
10 BIN SORTER		\$ 39.00	\$1,275.00
20 BIN SORTER		\$ 62.00	\$1,825.00
ADU DUPLEXER		\$ 51.00	\$1,475.00
SERVICE & SUPPLIES		INCLUDED	\$630.00 FOR 1YEAR OR 42,000 COPIES
COPIES OVER 3,500 PER MONTH		.016 PER COPY	.014 PER COPY



	MONTHLY RENTAL		PURCHASE		
	MONTHLY MINIMUM COPIES	UNIT MONTHLY RENTAL	UNIT PURCHASE PRICE		
<b>CATEGORY 3</b>					
<b>KONICA MODEL 2223 (16-25 cpm)</b>	5,000	\$ 129.00	\$ 3,171.00		
OPTIONS:					
A.D.F. DOCUMENT FEEDER		N/A	N/A		
R.A.D.F. DOCUMENT FEEDER		\$ 37.50	\$ 1,152.00		
10 BIN SORTER		\$ 24.50	\$ 759.00		
20 BIN SORTER		\$ 62.00	N/A		
ADU DUPLEXER		\$ 24.50	\$ 759.00		
STAPLER		\$ 9.00	\$ 325.00		
SERVICE & SUPPLIES 5,000 copies		INCLUDED	\$720.00 FOR 1 YEAR OR 60,000 COPIES		
COPIES OVER 5,000 PER MONTH		.014 PER COPY	.014 PER COPY		
<b>CATEGORY 4</b>					
<b>KONICA MODEL 3340 (26-35 cpm)</b>	10,000	\$ 234.00	\$ 6,888.00		
OPTIONS:					
A.D.F. DOCUMENT FEEDER		N/A	N/A		
R.A.D.F. DOCUMENT FEEDER		INCLUDED	INCLUDED		
10 BIN SORTER		N/A	N/A		
20 BIN SORTER		\$ 58.00	\$ 1,260.00		
ADU DUPLEXER		INCLUDED	INCLUDED		
STAPLER		\$ 25.00	\$ 925.00		
SERVICE & SUPPLIES 10,000 copies		INCLUDED	\$1,080.00 FOR 1 YEAR OR 120,000 COPIES		
COPIES OVER 10,000 PER MONTH		.012 PER COPY	.009 PER COPY		



	MONTHLY RENTAL		PURCHASE		
	MONTHLY MINIMUM COPIES	UNIT MONTHLY RENTAL	UNIT PURCHASE PRICE		
<b>CATEGORY 5</b>					
<b>KONICA MODEL 2223 (26-35 cpm)</b>	15,000	\$ 277.50	\$ 6,888.00		
OPTIONS:					
A.D.F. DOCUMENT FEEDER		N/A	N/A		
R.A.D.F. DOCUMENT FEEDER		INCLUDED	INCLUDED		
10 BIN SORTER		N/A	N/A		
20 BIN SORTER		\$ 40.50	\$ 1,260.00		
ADU DUPLEXER		INCLUDED	INCLUDED		
STAPLER		\$ 27.00	\$ 925.00		
SERVICE & SUPPLIES 15,000 copies		INCLUDED	\$1,620.00 FOR 1 YEAR OR 180,000 COPIES		
COPIES OVER 5,000 PER MONTH		.012 PER COPY	.009 PER COPY		
<b>CATEGORY 6</b>					
<b>KONICA MODEL 4355 (51-65 cpm)</b>	25,000	\$ 500.00	\$ 12,330.00		
OPTIONS:					
A.D.F. DOCUMENT FEEDER		N/A	N/A		
R.A.D.F. DOCUMENT FEEDER		INCLUDED	INCLUDED		
10 BIN SORTER		N/A	N/A		
20 BIN SORTER		\$ 40.00	\$ 1,224.00		
ADU DUPLEXER		INCLUDED	INCLUDED		
STAPLER		\$ 27.50	\$ 905.00		
SERVICE & SUPPLIES 25,000 copies		INCLUDED	\$2,700 FOR 1YEAR OR 300,000 COPIES		
COPIES OVER 10,000 PER MONTH		.012 PER COPY	.009 PER COPY		





**STATE OF MICHIGAN**

**ANALOG PHOTOCOPYING EQUIPMENT**

**CONTRACT #071B1001103**

**ALBIN BUSINESS CENTERS**



**NOVEMBER, 2000**



**CONTRACT #071B1001103**

**TABLE OF CONTENTS**

**Section I – Standard Terms and Conditions**

I-A General ..... 1

I-B Term of Contract ..... 1

I-C Issuing Office ..... 1

I-D Contract Administrator ..... 2

I-E Incurring Costs ..... 2

I-F News Releases ..... 2

I-G Prime Contractor Responsibilities ..... 2

I-H Interviews ..... 2

I-I Assignment ..... 2

I-J Delegation ..... 2

I-K Disclosure ..... 2

I-L Taxes ..... 3

I-M Usage Reporting ..... 3

I-N Indemnification ..... 3

I-O Contractor’s Liability Insurance ..... 4

I-P Contract Distribution ..... 5

I-Q Accounting Records ..... 5

I-R Non-Discrimination Clause ..... 5

I-S Cancellation ..... 5

I-T Notice of Breach and Right to Cure ..... 6

I-U Relationships of the Parties (Independent Contractor) ..... 7

I-V Survivor ..... 7

I-W Modification of Contract ..... 7

I-X Unfair Labor Practices ..... 7

I-Y Disputes ..... 7

**Section II – Work Statement**

II-A Specific Requirements/Specifications ..... 8

Terminology

Rental Period for Copier Placements

Transition from Existing Contract

Pricing

Equipment Placement Assessment

Installation and Removal Charges

Relocation Charges

Delivery of Supplies

Meter Readings

Invoicing

Volume Shifting

Training

Customer Service

On-Demand Repair Calls

Courtesy Calls

**ITB 07110000552**

Preventative Maintenance  
Copier Performance Standards  
Contractor Reporting Requirements  
Cancellation of Individual Placement  
Product Obsolescence  
Responsibility for Damage to Equipment  
Equipment Specifications

II-B	Contract Payment Schedule .....	14
II-C	Project Control and Reports .....	14
	Item Listing .....	15

**ATTACHMENT A -- Copier Assessment Form**