



20130410
Blanket Contract

City of Springfield Blanket Contract Tracer Document

The purpose of this document is to provide continuous responsibility for the custody of BLANKET CONTRACTS during the processing period.

INSTRUCTIONS: Upon receipt, please initial and write in the date of receipt. When your department has approved and signed the blanket contract, please initial and date in the forwarding section and deliver to the next department.

DEPARTMENT	DATE RECEIVED		DATE FORWARDED TO NEXT DEPT.	
	Initials	Date	Initials	Date
Office of Procurement			JMM	10/12/12
City Comptroller	LLC	10/15/12	LLC	10/15/12
Law	MP	10/15	MP	10/15
CAFO	J	10/17/12	J	10/17/12
Mayor	JJ	10/17	JJ	10/17
Office of Procurement				

Vendor No.: 3529 Blanket Contract No.: 20130410 Blanket Contract Date: 10/1/12

Blanket Contract Amt.: \$800,000.00 Issue Date: 10/9/2012 Renewal Date:

Appropriation Code1:
Appropriation Code2:
Appropriation Code3:
Appropriation Code4:

Description of Funding Source:

Bid No.: N/A Requisition No.: PO No.:

Vendor Name: RICOH AMERICAS CORPORATION.

Blanket Contract Type: CITY-WIDE STATE CONTRACT OFF-32

Blanket Contract Purpose: COLOR PHOTOCOPIERS, PRINTERS, FACIMILE/MULTIFUNCTIONAL EQUIPMENT, SUPPLIES & SERVICES

Originating Dept.: CITY-WIDE - OFFICE OF PROCUREMENT

Expiration Date: 9/30/2015 Amendment Date: Extension Date:

TYPE OF DOCUMENT (Please select at least one):

New Renewal Amendment Extension

CITY OF SPRINGFIELD CONTRACT FORM FOR USE WITH STATE CONTRACTS

City information:

Department: City-Wide Blanket Contract Chief Procurement Officer:

Vendor information:

Name: Ricoh Americas Corporation Attn: Sherrie Price
Address: 655 Winding Brook Drive, Glastonbury, CT 06033
Phone #: 413-237-1026 Fax# E-Mail: fred.aramony@ricoh-usa.com

State Contract #: OFF-32 (Exhibit # 1) State Contract Expiration Date: April 30, 2016

Description of Goods/Services to be provided:

Photocopiers, Printers, Facsimile/Multifunctional Equipment, Supplies and Services Awarded Categories per OFF-32.

1) Goods/Services: The vendor agrees to provide the goods or services described in the State Contract attached hereto as Exhibit #1, according to the terms and conditions of the above-referenced State Contract, and this Agreement #20130410. Any contrary or additional terms contained in the quotes submitted by vendors are of no force and effect.

2) Term: This Agreement shall commence as of October 1, 2012 and shall continue through September 30, 2015 unless earlier terminated according to this Agreement or Exhibit #1.

3) Compensation:

A) Maximum liability of City: The City's maximum liability under this Agreement shall not exceed Eight Hundred Thousand and 00/100 Dollars (\$800,000).

B) Pricing and Invoices: The vendor shall be paid for the goods or services requested by the City according to the pricing contained in the state contract. Invoices must include the following minimum information: purchase order number, quantity and description of items or services shipped/provided, unit price, total dollar amount, vendor invoice number, and state contract number. Following execution of this Agreement in full, and the issuance of purchase orders for individual purchases under this Agreement, invoices will be paid within 30 days of receipt and approval. The City is tax exempt.

C) The City shall not be liable for any services, expenses, or costs in connection with this Agreement in excess of the amount set forth in paragraph 3(A).

D) The Vendor is an independent contractor as such any taxes and other requirements of federal, state and local governmental bodies, including worker's compensation insurance, shall be its sole responsibility.

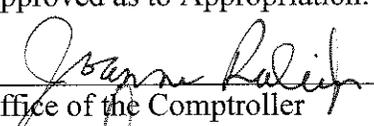
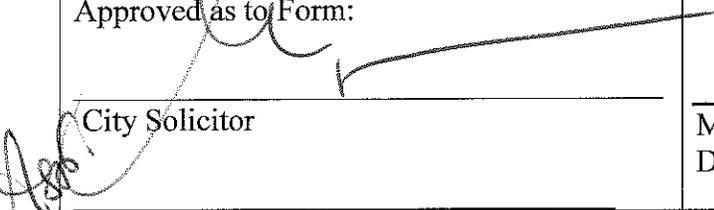
4) Successors and Assigns: The City and the Vendor each bind themselves and their legal representatives to all covenants of this Agreement. Neither the City nor the Vendor shall assign any interest in this Agreement or transfer any interest in the same without prior written approval of the other party thereto.

5) Applicable law and exclusive forum: The laws of the Commonwealth of Massachusetts shall govern the validity, interpretation, construction and performance of this Agreement.

6) Compliance with laws: The Vendor shall comply with all applicable state, federal and local laws, and all applicable rules and regulations promulgated by all local, state and national boards, bureaus and agencies.

7) Extent of agreement: This Agreement together with the State Contract which is incorporated herein by reference, and the Exhibits attached hereto, represent the entire and integrated Agreement between the City and the Vendor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the Vendor and the authorized designees of the City listed below.

IN WITNESS WHEREOF, the City of Springfield and the Vendor have executed this Agreement as of the date the same is signed by all parties hereto, on the latest date noted below.

RICOH AMERICAS CORPORATION  Date signed: 10/10/2012	CITY OF SPRINGFIELD  Office of Procurement
Approved as to Appropriation: ^{n/a}  10/15/12 Office of the Comptroller	 10/17/12 CAFO, Lee C. Erdmann
Approved as to Form:  City Solicitor	 Mayor, Domenic J. Sarno Date signed: 10/17/12

CORPORATE CERTIFICATE

BC #20130410

I, ** John Conlon A Resident of Chester County, PA in

The State of Pennsylvania DO HEREBY CERTIFY: that I am
the Clerk/

Secretary of Ricoh Americas Corporation

A Corporation duly Organized and existing under and by virtue of the laws of the

State of Delaware

And that I have custody of the records of such Corporation: and that as of the date herein below recited

* James S. Hayes III Assistant Secretary
(Officer, person-signing on behalf of corp.) (Title)

Authorized to execute and deliver in the name and on behalf of the CORPORATION the following:

**CITY-WIDE BLANKET CONTRACT WITH THE CITY OF SPRINGFIELD FOR:
PHOTOCOPIERS, PRINTERS, FACSIMILE/MULTIFUNCTIONAL EQUIPMENT,
SUPPLIES AND SERVICES- PER STATE CONTRACT OFF-32**

WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal

Of such corporation this 10th day of October 2012

(Affix)

(Seal)

(Here)

** John Conlon

*THIS MUST BE THE NAME OF THE PERSON AUTHORIZED IN YOUR BY-LAWS
TO SIGN CONTRACTS ▪

**SINCE AN OFFICER CANNOT CERTIFY TO HIMSELF, SOMEONE MUST SIGN
THIS OTHER THAN THE PERSON SIGNING THE CONTRACT ▪

COLLUSION OR FRAUD STATEMENT

THE UNDERSIGNED CERTIFIES UNDER PENALTIES OF PERJURY THAT THIS BID IS IN ALL RESPECTS BONA FIDE, FAIR AND MADE WITHOUT COLLUSION OR FRAUD WITH ANY OTHER PERSON. AS USED IN THIS SECTION THE WORD "PERSON" SHALL MEAN ANY NATURAL PERSON, JOINT VENTURE, PARTNERSHIP, CORPORATION OR OTHER BUSINESS OR LEGAL ENTITY.

James S. Hayes III
(NAME OF PERSON SIGNING BID)

J. Hayes
(SIGNATURE)

Rico Amencas Corporation
(COMPANY)

THIS FORM MUST BE SIGNED & RETURNED WITH YOUR BID OFFER. FAILURE TO SUBMIT THIS FORM IS CAUSE FOR IMMEDIATE REJECTION.

TAX CERTIFICATION FOR CONTRACTS

Individual Social Security Number 131975301 State Identification Number 22-2783521 Federal Identification Number

Company: Ricoh Americas Corporation

P.O. Box (if any): Street Address Only: 5 Dedrick Place

City/State/Zip Code: West Caldwell, NJ 07006

Telephone Number: Fax Number:

List address(es) of all other property owned by company in Springfield: None

Please Identify if the bidder/proposer is a: Corporation X

Individual Name of Individual:

Partnership Names of all Partners:

Limited Liability Company Names of all Managers:

Limited Liability Partnership Names of Partners:

Limited Partnership Names of all General Partners:

You must complete the following certifications and have the signature(s) notarized on the lines below. Any certification that does not apply to you, write N/A in the blanks provided.

FEDERAL TAX CERTIFICATION

I, Christopher HUSK certify under the pains and penalties of perjury that Ricoh Americas Corp, to my best knowledge and belief, has/have complied with all United States Federal taxes required by law.

Ricoh Americas Corporation Bidder/Proposer/Contracting Entity Date: October 11, 2012

CITY OF SPRINGFIELD TAX CERTIFICATION

I, Christopher HUSK certify under the pains and penalties of perjury that Ricoh Americas Corp, to my best knowledge and belief, has/have complied with all City of Springfield taxes required by law (has/have entered into a Payment Agreement with the City).

Ricoh Americas Corporation Bidder/Proposer/Contracting Entity Date: October 11, 2012

COMMONWEALTH OF MASSACHUSETTS TAX CERTIFICATION

Pursuant to M.G.L. c. 62C §49A, I, Christopher HUSK certify under the pains and penalties of perjury that Ricoh Americas Corporation, to my best knowledge and belief, has/have complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Ricoh Americas Corporation Bidder/Proposer/Contracting Entity Date: October 11, 2012

Notary Public

STATE OF New Jersey County of Morris, ss. Oct 11, 2012

Then personally appeared before me [name] CARISTOPHER HUSK [title] CORP. DIRECTOR of [company name] RICOH AMERICAS CORP. being duly sworn, and made oath that he/she has read the foregoing document, and knows the contents thereof; and that the facts stated therein are true of his/her own knowledge; and stated the foregoing to be his/her free act and deed and the free act and deed of [company name] RICOH AMERICAS CORP.

Maria T Wong Notary Public

My commission expires:

Maria T Wong Notary Public, New Jersey My Commission Expires 11-22-15

YOU MUST FILL THIS FORM OUT COMPLETELY AND, SIGNATURES MUST BE NOTARIZED ON THIS FORM AND YOU MUST FILE THIS FORM WITH YOUR BID/CONTRACT. TAX AFFIDAVITS THAT ARE NOT SIGNED AND NOTARIZED WILL BE REJECTED.

TO BE INCLUDED IN ALL SPECIFICATIONS

COMPLIANCE WITH FEDERAL, COMMONWEALTH OF MASSACHUSETTS, AND CITY OF SPRINGFIELD TAX LAWS.

A. COMPLIANCE WITH TAX LAWS

The contractor must be in compliance at the time it submits its bid and afterwards if selected as the contractor, with all Federal, Commonwealth of Massachusetts and City of Springfield tax laws, the contractor will be disqualified from the bidding procedure.

B. TAX CERTIFICATION AFFIDAVIT.

The contractor must complete and return the Tax Certification Affidavit with the contractor's bid/proposal. Failure to complete and return the Tax Certification Affidavit will disqualify the contractor from the bidding procedure.

C. VERIFICATION OF COMPLIANCE WITH FEDERAL AND MASSACHUSETTS TAX LAWS.

If the City of Springfield discovers that the contractor is not in compliance with Federal or Massachusetts tax laws, the contractor shall be excluded from the bidding procedure.

D. COMPLIANCE WITH THE CITY OF SPRINGFIELD TAXES.

If the City of Springfield discovers that the contractor owes the City of Springfield any assessments, excise, property or other taxes, including any penalties and interest thereon, the contractor shall be excluded from the bidding procedure.

The contractor at all times during the term of an awarded contract shall observe and abide by all Federal, Commonwealth of Massachusetts and City of Springfield tax laws and remain in compliance with such laws, all as amended.

FAILURE TO SUBMIT THE FOLLOWING FORM IS CAUSE FOR IMMEDIATE REJECTION.



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Summary

Document Number: OFF32 Issued By: Operational Services Division / IT and Office Procurements

[Summary](#) [Rules](#) [Issuer\(s\)](#) [Forms & Terms](#) [Vendor\(s\)](#) [Updates](#) [Other Information](#)

Document Title: Photocopier, Facsimile, Digital Duplicator Equipment and Service; Photocopier, Facsimile, Digital Duplicator and Printer Supplies

Document Status: ACTIVE **Version:** 00013

Amendment Reason: VENDOR ACTION REQUIRED: The purpose of this amendment is to alert vendors that on July 30th OSD's Audit Unit will be sending an email notice to the vendor email address on record advising vendors that the Second Quarter (4/1/2012-6/30/2012) Statewide Contractor Administration Fee Reports and Payments are due on 8/15/2012. The required report form is available on the Forms & Terms tab of this Contract record. Vendors on statewide contracts are responsible for timely submission of the report and payment; failure to comply with this contractual requirement can result in contract suspension. Vendors should email questions to comm-pass@state.ma.us for review and routing to the OSD Procurement Manager or Audit Unit.

Estimated Value (US\$): 135,000,000.00

Estimated Units: Not Available

Small Procurement - Estimated Value \$5,000 to No \$150,000:

Large Procurement - Estimated Value greater than Yes \$150,000 :

Start Date: 04/27/2011 08:00AM **Last Changed Date:** 07/27/2012 10:38AM

End Date: 04/30/2014 11:59PM **Award Date:** 04/27/2011 11:59PM

Max End Date: 04/30/2016 11:59PM

Issuer may exercise renewal options. See Rules tab for renewal information, if any.

Comm-PASS Office, Recreation, Education - Related Equipment, Services & Category: Supplies / Digital Duplication/Facsimile/Photocopier/Printer

Procurement Type: Open to All Eligible Public Entities

Applicable MGL c. 7, § 22; c. 30, § 51, § 52; 801 CMR 21.00 Procurement Law:

Statewide Contract: Yes **Contains Federal Stimulus:** No **Contains EPP:** Yes

Contains MBE/WBE/DBE: Yes **Contains Prompt Pay Terms:** Yes **Seek Quotes:** Recommended

Search Key Words: statewide, OFF32, OFF16, Debra Carty, emergency

Description: This contract consists of the following categories: Category 1: Digital Photocopier and Production Photocopier Equipment Category 2: Facsimile Equipment Category 3: Digital Duplicating Equipment Category 4: New and Predecessor Service for Photocopiers, Faxes and Digital Duplicators Category 5: OEM, Generic and/or Remanufactured Supplies for Photocopiers, Production Photocopiers, Faxes, Digital Duplicators and Printers

Quick Tips...

To inquire about a particular Solicitation, Contract, or Bidder Forum, contact the person listed on the Issuer tab within the specific record.

Please note that all information and file attachments contained in each tab of any Comm-PASS record are hereby incorporated by reference into the Solicitation, Bidders' Conference (Forum), and resulting Contract, if any, of that record.

It is the responsibility of every bidder to check Comm-PASS for both:

Any addenda or modifications to a Solicitation for which they intend to bid by monitoring the "Last Change" field on the Solicitation's summary page to ensure that they have the most recent Solicitation files; and,

Any Bidder Forum records related to a Solicitation for which they intend to bid by using the Search for Bidders' Forum function on the Conduct Business menu to ensure that they have access to information regarding physical bidders' conferences, functionality which supports submission of written questions during the defined question period, and all questions and answers associated with the Solicitation, if any.

The Commonwealth of Massachusetts and its subdivisions accept no liability and will provide no accommodation to vendors who submit a bid based upon an out-of-date solicitation document or to vendors who submit a bid without reviewing the related Bidders' Forum information.

To access files attached on a displayed page, either:

Select the View icon (eyeglasses) to access any single file.

Use the Select All on this Page and Download Files Selected on this Page options to access multiple

Related Solicitation Not Available
Number:

files.

If you do not have the file
decompression software or
utilities which enable this
feature, a trial demonstration
of WinZip for PC's is
available at www.winzip.com.

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Vendor(s)

Document Number: OFF32 Issued By: Operational Services Division / IT and Office Procurements

Summary Rules Issuer(s) Forms & Terms Vendor(s) Updates Other Information

Vendor Information

Company Name: Ricoh Americas Corporation
Doing Business As (DBA):

Programs: [Icons]

Comments: EQUIPMENT, SERVICE AND SUPPLIES: Categories 1-B, 1-C, 1-BP, 1-CP, 3-D1, 3-D2, 3-D3, 4-1BM, 4-1CM, 4-1BPM, 4-1CPM, 4-2FM, 4-3D1M, 4-3D2M, 4-3D3M, 5-1BS, 5-1CS, 5-1BPS, 5-1CPS, 5-3D1S, 5-3D2S and 5-3D3S Ricoh brand

Name: Mike Pallotta

Title:

Address 1: 5 Dedrick Place

City: West Caldwell

State or Province: NJ

Postal Code: 07006

Country: US

Phone1: 978-621-1276

Phone2:

Phone3:

Fax1:

Fax2:

E-mail: Mike.Pallotta@RicoH-usa.com

Website: http://www.ricoh-usa.com/rmap/massachusetts/

Effective Start Date: 2011-04-27 17:12:00.0

Effective End Date: 2014-04-30 23:59:00.0

Vendor Code 1: VC6000227409

Vendor Code 2: 3

Quick Tips...

Information presented here is entered by the Contract Manager list on the Issuer(s) tab of this record.

Public purchasers and contract vendors seeking clarifications or corrections should contact the Issuer.

Contract vendors who want to report a SDO-certification, formerly SOMWBA-certification status error should submit this form as instructed.

To access files attached on a displayed page, either:

Select the View icon (eyeglasses) to access any single file.

Use the Select All on this Page and Download Files Selected on this Page options to access multiple files.

If you do not have the file decompression software or utilities which enable this feature, a trial demonstration of WinZip for PC's is available at www.winzip.com.

Vendor Documents

WARNING: If this tab consists of more than one (1) page, you must navigate to each additional page using the number or Next/Last hyperlinks, then use the file View or

Select All on this Page

Download Files Selected on this Page

Download
Files tools
to access
the
additional
files.

9 items found, displaying all items.

Select	<u>Upload Date</u>	<u>Document Description</u>	<u>View</u>
<input type="checkbox"/>	09/26/2012	1B Cost Sheet (B&W Copiers)	
<input type="checkbox"/>	08/02/2012	1C Cost Sheet (Color Copiers)	
<input type="checkbox"/>	05/15/2012	SaveSmart-3 year free service Cat 1B models (ends 9/30/12)	
<input type="checkbox"/>	07/14/2011	Supplies Cost Sheets:Copier and Dlgital Duplicator	
<input type="checkbox"/>	06/03/2011	3D Cost Sheet (Digital Duplicators)	
<input type="checkbox"/>	05/26/2011	Ricoh Authorized Dealer List	
<input type="checkbox"/>	05/25/2011	Category 4 Cost Sheet (Service)	
<input type="checkbox"/>	04/29/2011	1BP Cost Sheet (B&W Production Copiers)	
<input type="checkbox"/>	04/29/2011	1CP Cost Sheet (Color Production)	

Currently displaying 50 records per page. Change display to [5](#), [10](#), [15](#), [25](#) records per page.



Update

The Operational Services Division
One Ashburton Place, Room 1017
Boston, MA 02108

Update # 11-54A

To: Departments Heads, Supplier Diversity Coordinators, POS Contract Managers, PMT Members, Chief Financial Officers, and MMARS Liaisons

From: Debra Carty, Strategic Sourcing Services Lead

Date: 1/17/2012

RE: Photocopier, Facsimile, Digital Duplicator Equipment and Service; Photocopier, Facsimile, Digital Duplicator and Printer Supplies

Contract #: OFF32

MMARS #: OFF32

Contract Contains: SBPP: SDO: EPP:

Purpose of Update: To update information on Frequently Asked Questions document.

This OSD update also provides information on this new contract for energy efficient copiers, faxes, digital duplicating equipment and service and supplies. This OSD update contains helpful information as a buyer's resource for using this contract, including pertinent information on all the Prime Contractors/ Prime Vendor/ Awarded Vendors (hereinafter referred to as the vendor). In the How to Use section below, this OSD update reviews some of the most commonly used and key areas of the contract.

Highlights/Benefits of Contract

- Over 100 copiers to choose from
- Equipment Purchase, Lease or Rentals available
- Lease terms of 36, 48 and 60 months for copiers and digital duplicators, additional 72 month lease term for production copiers. 24 and 36 month lease terms for faxes.
- Extended warranties of up to 30 months included (36 months total) on select copier models
- Maintenance/service plans offered for OFF32 equipment and most predecessor contract equipment (OFF16 copier & fax, OFF21)
- Power management features available on all equipment to allow for significant energy and cost savings; ask your sales representative for details on how to set these features to meet your needs
- Wide selection of high performing, third-party certified remanufactured toner and supplies
- Currently MA purchases an estimated \$1.5 million in remanufactured cartridges annually saving over \$600,000

This contract is for copiers, fax and digital duplicator equipment, service and supplies. It also offers printer supplies.

Printer equipment and service is NOT on this contract. Printer equipment is available from contract ITC44. Printer service is available on contract ITC16A.

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Contract Description:

This contract consists of the following categories and sub-categories:

Category 1: Digital Multifunctional Photocopiers and Production Equipment

Sub-Category 1-B: Authorized New Digital Multifunctional Black & White Photocopiers

Sub-Category 1-C: Authorized New Digital Multifunctional Color Photocopiers

Sub-Category 1-BP: Authorized New Digital Multifunctional Black & White Production Photocopiers

Sub-Category 1-CP: Authorized New Digital Multifunctional Color Production Photocopiers

Category 2: Facsimile Equipment

Sub-Category 2-F: Authorized New Class III Facsimile Equipment

Category 3: Digital Duplicating Equipment

Sub-Category 3-D1: Authorized New Digital Duplicators – Maximum output 8-1/2" x 14",
2 colors/2 Pass Thru

Sub-Category 3-D2: Authorized New Digital Duplicators – Minimum output 11" x 17",
2 colors/2 Pass Thru

Sub-Category 3-D3: Authorized New Digital Duplicators - Minimum output 11" x 17",
2 colors/1 Pass Thru

Category 4: Service: New Maintenance or Predecessor Maintenance for Category 1, 2 & 3

Sub-Category 4-1BM: Authorized New Maintenance and/or Predecessor Maintenance
Category 1, Sub-Cat 1-B (Photocopiers)

Sub-Category 4-1CM: Authorized New Maintenance and/or Predecessor Maintenance
Category 1, Sub-Cat 1-C (Photocopiers)

Sub-Category 4-1BPM: Authorized New Maintenance and/or Predecessor Maintenance
Category 1, Sub-Cat 1-BP (Photocopiers)

Sub-Category 4-1CPM: Authorized New Maintenance and/or Predecessor Maintenance
Category 1, Sub-Cat 1-CP (Photocopiers)

Sub-Category 4-2FM: Authorized New Maintenance and/or Predecessor Maintenance
Category 2, Sub-Cat 2-F (Facsimile)

Sub-Category 4-3D1M: Authorized New Maintenance and/or Predecessor Maintenance
Category 3, Sub-Cat 3D1 (Digital Duplicators)

Sub-Category 4-3D2M: Authorized New Maintenance and/or Predecessor Maintenance
Category 3, Sub-Cat 3D2 (Digital Duplicators)

Sub-Category 4-3D3M: Authorized New Maintenance and/or Predecessor Maintenance
Category 3, Sub-Cat 3D3 (Digital Duplicators)

Category 5: OEM, Generic and/or Remanufactured Supplies for Categories 1, 2, 3 & Printers

Sub-Category 5-1BS: Authorized OEM, Generic and/or Remanufactured
Category 1, Sub-Cat 1B (Photocopiers) Supplies

Sub-Category 5-1CS: Authorized OEM, Generic and/or Remanufactured
Category 1, Sub-Cat 1C (Photocopiers) Supplies

Sub-Category 5-1BPS: Authorized OEM, Generic and/or Remanufactured
Category 1, Sub-Cat 1BP (Photocopiers) Supplies

Sub-Category 5-1CPS: Authorized OEM, Generic and/or Remanufactured
Category 1, Sub-Cat 1CP (Photocopiers) Supplies

Sub-Category 5-2FS: Authorized OEM, Generic and/or Remanufactured
Category 2, Sub-Cat 2F (Facsimile) Supplies

Sub-Category 5-3D1S: Authorized OEM, Generic and/or Remanufactured
Category 3, Sub-Cat 3D1 (Digital Duplicators) Supplies

Sub-Category 5-3D2S: Authorized OEM, Generic and/or Remanufactured
Category 3, Sub-Cat 3D2 (Digital Duplicators) Supplies

Sub-Category 5-3D3S: Authorized OEM, Generic and/or Remanufactured
Category 3, Sub-Cat 3D3 (Digital Duplicators) Supplies

Sub-Category 5-PS: Authorized OEM, Generic and/or Remanufactured
Printer Supplies

Applicable Procurement Law: MGL c. 7, § 22; c. 30, § 51, § 52; 801 CMR 21.00

Contract Duration:

The contract period is from 04/27/2011 to 04/30/2014 with options to renew until 04/30/2016.

Contract Manager:

Debra Carty, Strategic Sourcing Services Lead
Operational Services Division
One Ashburton Place, 10th Floor, OSD
Boston, MA 02108
Phone: 617-720-3321
Email: debra.carty@state.ma.us

Team Members:

Charles Coppola	Massachusetts Water Resources Authority
Debra Carty	Operational Services Division
Edie Blackney	Department of Environmental Protection
Glenn Kendall	Operational Services Division
Jim Belli	Information Technology Division
Karen E. Glass	Department of Developmental Services
Kerry Nash	Department of Correction
Leo Kopec	Department of Public Health
Marcia Deegler	Operational Services Division
Marie Killackey	City of Cambridge
Mark Rousseau	Executive Office of Labor and Workforce Development
Sarah Johnson	Office of Consumer Affairs

Eligible Entities:

01. Cities, towns, districts, counties and other political subdivisions;
02. Executive, Legislative and Judicial Branches, including all Departments and elected offices therein;
03. Independent public authorities, commissions and quasi-public agencies;
04. Local public libraries, public school districts and charter schools;
05. Public hospitals owned by the Commonwealth;
06. Public institutions of higher education;
07. Public purchasing cooperatives;
08. Non-profit, UFR-certified organizations that are doing business with the Commonwealth;
09. Other states and territories with no prior approval by the State Purchasing Agent required; and
10. Other entities when designated in writing by the State Purchasing Agent.

Contract Information:

For the most up-to-date, accurate and complete listing of authorized vendors and related program participation statuses, locate the Active Contract record on Comm-PASS and select the Vendor(s) tab.

Below are instructions on how to search for and view a specific contract record in Comm-PASS.

1. Go to www.comm-pass.com
2. Select "Search For A Contract" (link toward bottom of center panel)
3. Under the Search by Specific Criteria section, go to "Document Number" and enter "OFF32" (without quotation marks).
4. Select "Search":
5. Select the new link which now appears toward the top of the page: "There are 1 Contracts(s) found that meet your search criteria."
6. Select the "View" icon (eyeglasses icon on the right hand side of the page) to view the contract.
 - The "Summary" tab includes summary information.

OFF32 Category 1, Sub-Category 1-B: New Digital Multifunctional Black & White Photocopier Cost Sheet

Version 1 dated 10/2010

CONTRACTOR NAME: ABC Company											
MANUFACTURER BRAND NAME: ABC											
EQUIPMENT MODEL #: TEST2020											
MACHINE RATED COPIES PER MINUTE (CPM): 20											
MFR MINIMUM MONTHLY VOLUME (SEE MANUAL): 5,000											
MINIMUM WARRANTY PERIOD (MONTHS): 5											
EXTENDED WARRANTY PERIOD (MONTHS): 5											
ADA COMPLIANT? (Enter Yes or No): Yes											
REQUIRES "SMART CHIP" SUPPLIES? (Enter Yes or No): No											
CATEGORY: STANDARD CONFIGURATION INCLUDED IN BASE COSTS		PART #		SUGGESTED RETAIL PRICE (SRP)		LEASE RATE FACTOR		PURCHASE		RENEWABLE RENTAL	

Speed, Monthly Volume and Warranty info

Energy Usage Information:	On/Standby	Off Mode	36 MONTH FAIR MARKET VALUE (FMV)	48 MONTH FAIR MARKET VALUE (FMV)	60 MONTH FAIR MARKET VALUE (FMV)
	11	9	\$ 75.54	\$ 62.95	\$ 54.15

STANDARD CONFIGURED EQUIPMENT COSTS		PURCHASE		36 MONTH FMV		48 MONTH FMV		60 MONTH FMV		6 MONTH RENTAL	
		\$ 3,567.40		\$ 107.02		\$ 83.13		\$ 76.70		\$ -	
STANDARD CONFIGURED EQUIPMENT COST PER COPY		\$ 0.0214		\$ 0.0179		\$ 0.0153		\$ 0.0000			

Standard Configuration Costs

SERVICE PLANS: All Service Plans must be completed in their entirety		NON-NETWORKED PER COPY		NETWORKED PER COPY	
Plan A: Flat Monthly Charge		\$ 35.000		\$ 48.000	
Plan B: Flat Click Charge		\$ 0.0050		\$ 0.0050	
Plan C: Flat Monthly plus Click Charge		\$ 23.000		\$ 25.000	
Plan C: # of Clicks included in Monthly Charge		5,000		5,000	
Plan C: Overage Click Charge		\$ 0.0050		\$ 0.0050	
Plan C: Net Base Cost		\$ 25.00		\$ 25.00	

Service Plans & Costs

SUPPLIES	PART #	COST/EACH	OEM 62 YIELD	122	122 YIELD CPC	COST/1000 STAPLES
BLACK TONER	43255	\$ 65.00	20,000	18,800	\$ 0.0035	
DRUM (IF APPLICABLE)		\$ -			\$ -	
ADDITIONAL SUPPLIES						
TOTAL OF SUPPLIES EXCLUDING STAPLES						
STAPLES (BASE FINISHER)		# OF STAPLES/ UNIT		15,000		\$ 62.00

Supplies costs

Volume Discounts for Supplies		PART #		1-25 Each		26-100 Each		101-249 Each		250+ Each	
BLACK TONER		43255		\$ 65.00		\$ 64.30		\$ 64.00		\$ 64.00	
DRUM (IF APPLICABLE)				1-5 Each		6-20 Each		21+ Each			
STAPLES		393322		\$ 62.00		\$ 62.00		\$ 60.00			

NET TOTAL COST OF OWNERSHIP (Plan A-Non-Network)		\$ 2,088.81		\$ 4,494.21		\$ 6,609.43		\$ 7,617.64		\$ 1153.57	
NET TOTAL COST OF OWNERSHIP (Plan A-Network)		\$ 3,226.81		\$ 5,614.21		\$ 6,783.43		\$ 7,857.64		\$ 1153.57	
NET TOTAL COST OF OWNERSHIP (Plan B-Non-Network)		\$ 4,366.81		\$ 5,254.21		\$ 6,249.43		\$ 7,137.64		\$ 1153.57	
NET TOTAL COST OF OWNERSHIP (Plan B-Network)		\$ 4,366.81		\$ 5,254.21		\$ 6,249.43		\$ 7,137.64		\$ 1153.57	
NET TOTAL COST OF OWNERSHIP (Plan C-Non-Network)		\$ 4,366.81		\$ 5,254.21		\$ 6,249.43		\$ 7,137.64		\$ 1153.57	
NET TOTAL COST OF OWNERSHIP (Plan C-Network)		\$ 4,366.81		\$ 5,254.21		\$ 6,249.43		\$ 7,137.64		\$ 1153.57	
NET TOTAL COST PER COPY (Plan A-Non-Network)		\$ 0.0289		\$ 0.0305		\$ 0.0275		\$ 0.0254		\$ 0.0045	
NET TOTAL COST PER COPY (Plan A-Network)		\$ 0.0296		\$ 0.0312		\$ 0.0283		\$ 0.0262		\$ 0.0045	
NET TOTAL COST PER COPY (Plan B-Non-Network)		\$ 0.0276		\$ 0.0292		\$ 0.0260		\$ 0.0239		\$ 0.0045	
NET TOTAL COST PER COPY (Plan B-Network)		\$ 0.0276		\$ 0.0292		\$ 0.0260		\$ 0.0239		\$ 0.0045	
NET TOTAL COST PER COPY (Plan C-Non-Network)		\$ 0.0276		\$ 0.0292		\$ 0.0260		\$ 0.0239		\$ 0.0045	
NET TOTAL COST PER COPY (Plan C-Network)		\$ 0.0276		\$ 0.0292		\$ 0.0260		\$ 0.0239		\$ 0.0045	

Total Cost of Ownership

The standard configuration costs are included on this cost sheet. If your entity wants to add additional accessories, go to the Options Tab.

All equipment costs must not include service/maintenance or supply costs. All costs must include all custom duties and charges and be net F.O.B. destination including installation, operational instruction/training of personnel, and one complete copy of the instruction manual

b. What information is included on the Options Tab cost sheet?

The Options Tab cost sheet lists all the options for the different approved models within that sub-category. There is a chart to show which models that option applies to.

OFF32 Category 1, Sub-Category 1-B: New Digital Multifunctional Black & W										
Cost Sheet										
CONTRACTOR NAME:		ABC Company								
MANUFACTURER BRAND NAME:		ABC								
OPTIONAL FEATURES/ ACCESSORIES	PART #	SUGGESTED RETAIL PRICE (SRP)	DISCOUNT %	PURCHASE	36	48	60	6 MONTH	Lower 20-29 CPM	Lower 30-39 CPM
					MONTH	MONTH	MONTH	NON-		
					FAIR MARKET VALUE (FMV)	FAIR MARKET VALUE (FMV)	FAIR MARKET VALUE (FMV)	RENEW- ABLE RENTAL PAYMENT		
List all Optional Features/Accessories (excluding those listed in the standard configuration)					LEASE RATE FACTOR					
					0.03000	0.02500	0.02150		2020	3530
Saddle Finisher	SF223	\$ 2,000.00	42.0%	\$ 1,160.00	\$ 87.00	\$ 72.50	\$ 62.35		X	n/a
Saddle Finisher	SF223	\$ 2,500.00	42.0%	\$ 1,450.00	\$ 95.70	\$ 79.75	\$ 68.59		n/a	X
Fax Board	FB432	\$ 1,200.00	51.0%	\$ 588.00	\$ 17.64	\$ 14.70	\$ 12.64		X	X
Job Separator Tray	JST554	\$ 65.00	48.0%	\$ 33.80	\$ 1.01	\$ 0.85	\$ 0.73		X	X
Large Capacity Paper Deck	LCPD22	\$ 1,350.00	44.0%	\$ 756.00	\$ 22.68	\$ 18.90	\$ 16.25		n/a	X
Punch Unit	PU15	\$ 900.00	35.0%	\$ 585.00	\$ 15.60	\$ 13.00	\$ 11.18		n/a	X
High Capacity Feeder	HCF945	\$ 2,000.00	58.0%	\$ 760.00	\$ 25.20	\$ 21.00	\$ 18.06		n/a	X
		\$ -	0.0%	\$ -	\$ -	\$ -	\$ -			
		\$ -	0.0%	\$ -	\$ -	\$ -	\$ -			
		\$ -	0.0%	\$ -	\$ -	\$ -	\$ -			

Using the Service Cost Sheets (Category 4)

The cost sheets are divided by the equipment type (Copier, Faxes and Digital Duplicator) and then further divided by New Equipment (OFF32) and Predecessor Equipment (equipment offered on previous contracts).

87	88	Copiers 4-1(x) New Cost									
		Copiers 4-1(x) Predecessor		Fax 4-2(x) New		Fax 4-2(x) Predecessor		Duplicator 4-3(x) New		Duplicator 4-3(x) Predecessor	

Below is an example of the service cost sheet:

Sub-Category (Indicate Sub-Cat 1-B, 1-C, 1-BP or 1-CP)	Machine Model Number	Copies Per Minute (CPM) Range Per Model Numbers	Plan A - Flat Monthly Charge (Non- Networked)	Plan A - Flat Monthly Charge (Networked)	Plan B - Flat Click Charge (Non- Networked)	Plan B - Flat Click Charge (Networked)	Plan C - Monthly Plus Click Charge (Non-Networked)			Plan C - Monthly Plus Click Charge (Networked)		
							Monthly Base Charge	# of included clicks in Monthly Base Charge	Overage Click Charge	Monthly Base Charge	# of included clicks in Monthly Base Charge	Overage Click Charge
1-B	123	22	\$40.00	\$40.00	\$0.0062	\$0.0062	\$30.00	5,000	\$0.0062	\$30.00	5,000	\$0.0062

Items maintained by a service technician are included in the full service maintenance plan at no additional cost (i.e. **drum replacement** (not Category 3), **developer, toner waste units**)

Maintenance Service Plans: Category 4-1 (Copiers)

A minimum of 6 months maintenance/warranty is included at no charge for each equipment model offered. Several vendors offer maintenance/warranty for additional months over the required 6 months. Please review the vendor's cost sheets to see the extended warranty (maintenance) period.

There are 3 types of Maintenance Service Plans:

Plan A: Flat Monthly Charge - the cost of this plan is for unlimited clicks. It does not change based on the number of copies you make per month. It is a fixed monthly cost.

Plan B: Flat Click Charge – the cost shown is per click or image.

Plan C: Flat Monthly plus Click Charge – This plan has a base monthly cost that includes the indicated number of clicks. If you have more clicks in a month than the plan includes, you would be charged the overage click charge as indicated on the cost sheet.

Note: For the Categories 1-C (Color Copiers) and 1-CP (Color Production Copiers), on Plan B and Plan C, there may be a different cost for color versus B&W. If so, the cost sheet would indicate that.

Each plan type is available for both Non-Networked and Networked equipment.

The Vendor **must** respond within **two (2) hours** after it receives written or oral notice of a service call for a breakdown in the equipment.

The Vendor **must** send a service technician to repair the equipment within **four (4) hours** of the service call and **must** repair the Equipment on the same business day if the call is placed before 1:00 P.M. E.S.T. or provide replacement parts for the Equipment by the next business day, regardless of geographic location. All return service calls and onsite responses shall be made during Eligible Entity business hours unless otherwise specified by the Eligible Entity.

Maintenance Service Plans: Category 4-2 (Faxes) and 4-3 (Digital Duplicator)

A minimum of 12 months maintenance/warranty is included at no charge for each equipment model offered. Several vendors offer maintenance/warranty for additional months over the required 12 months. Please review the vendor's cost sheets to see the extended warranty (maintenance) period.

There are 2 types of annual maintenance service plans, either 4 hour response or next day response. Also there are Time and Materials service rates available.

The Vendor **must** respond within **two (2) hours** after it receives written or oral notice of a service call for a breakdown in the equipment. Transportation expenses and travel costs **will not** be reimbursed by the Eligible Entity and for those Eligible Entities who select the time and material maintenance option the "clock" starts when the service technician arrives at the proper location where the equipment is located and in need of service.

The Vendor **must** send a service technician to repair the equipment within 4 hours or the next day depending on the maintenance plan purchased.

Using the Supplies Cost Sheet (Category 5)

Category 5 Supplies cost sheets now include OEM, generic and reman all on one cost sheet. The cost sheets show pricing based on the quantity purchased of that item. There is also a dock delivery discount offered by some vendors which is at the top right side of the cost sheet (not shown below).

	Manufacturer Brand	Manufacturer's Equipment Model Number	OEM Part Number	GENERIC Compatible OEM Part Number	REMAN Compatible OEM Part Number	Contractor Part Number	Item Description	Yield Per Each Based on 12% Coverage	"Smart Chip" Technology Yes/No	Net Price Quantity Range 1-25 Toner, 1-5 Staples	Net Price Quantity Range 26-100 Toner, 6-25 Staples	Net Price Quantity Range 101-248 Toner, 26+ Staples	Net Price Quantity Range 250-499 Toner Only	Net Price Quantity Range 500+ Toner Only
OEM →	Mfr Q	2020	1548			123	Black Toner	xx,xxx	No	\$xx.xx	\$xx.xx	\$xx.xx	\$xx.xx	\$xx.xx
	Mfr Q	2020	1549			124	Cyan Toner	xx,xxx	No	\$xx.xx	\$xx.xx	\$xx.xx	\$xx.xx	\$xx.xx
	Mfr Q	2020	1550			125	Magenta Toner	xx,xxx	No	\$xx.xx	\$xx.xx	\$xx.xx	\$xx.xx	\$xx.xx
	Mfr Q	2020	1551			126	Yellow Toner	xx,xxx	No	\$xx.xx	\$xx.xx	\$xx.xx	\$xx.xx	\$xx.xx
Reman →	Mfr Y	2020	1548		14542	223	Black Toner	xx,xxx	No	\$xx.xx	\$xx.xx	\$xx.xx	\$xx.xx	\$xx.xx
	Mfr Y	2020	1549		14543	224	Cyan Toner	xx,xxx	No	\$xx.xx	\$xx.xx	\$xx.xx	\$xx.xx	\$xx.xx
	Mfr Y	2020	1550		14544	225	Magenta Toner	xx,xxx	No	\$xx.xx	\$xx.xx	\$xx.xx	\$xx.xx	\$xx.xx
	Mfr Y	2020	1551		14545	226	Yellow Toner	xx,xxx	No	\$xx.xx	\$xx.xx	\$xx.xx	\$xx.xx	\$xx.xx

The vendors were awarded by manufacturer brand. Please refer to either the comments section shown for each vendor under the vendor tab or the cost sheets to see which brands are offered by each vendor. A vendor is only allowed to sell their awarded manufactured brands as listed on Comm-PASS.

Completing the Equipment Confirmation Form (Categories 1, 2 & 3)

The Equipment Confirmation Form (ECF) MUST be used for all Copier and Digital Duplicator leases and purchases. It is recommended to be used for Fax leases and purchases. The Equipment Confirmation Form can be found on Comm-PASS under the Forms & Terms tab.

This form requires both the Eligible Entity and the vendor to sign the form at 2 different points during the procurement process.

- 1) First signature confirms that the information under the Equipment and Maintenance sections or the form are what the entity is ordering and the costs and lease terms (if applicable) are correct.
- 2) Second signature should only occur once the product has been installed and operational, the required training has occurred and the start up supplies received. The date of the second signature is the acceptance date.

The start up supplies to be received is as follows:

Categories 1 (Copiers) and 2 (Faxes)

- must include 3 each black toners (Categories 1-B, 1-BP & 2)
- must include 1 each black, magenta, cyan and yellow toners (Categories 1-C & 1-CP)
- must include 5000 staples for photocopiers and production equipment (Category 1 only)

Category 3 (Digital Duplicators)

- Five (5) Master Rolls (all equipment models)
- Five (5) Black Ink (all equipment models)
- One (1) Standard Spot Color *(if applicable for equipment model)

*Standard Spot color will be determined by the Eligible Entity when order is placed

Do NOT sign the Equipment Confirmation Form unless the above has been confirmed or completed.

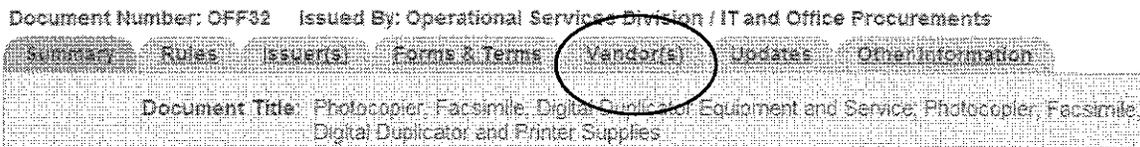
**Also note that the Equipment Confirmation Form is the only paperwork requiring both the vendor and appropriate eligible entity signatures for the OFF32 contract (all other vendor paperwork is considered null

and void). In the event a vendor insists on additional paperwork to be signed, please contact the OSD Strategic Sourcing Services Lead.

Use of Authorized Dealers

Information in this section is for those entities that choose to use an authorized dealer instead of the OFF32 vendor for equipment or maintenance:

- Only authorized dealers are allowed to sell equipment and provide maintenance on OFF32. A current list of authorized dealers is found under the vendor tab in Comm-PASS under the specific vendor name. To view a vendor's Authorized Dealer List, go the Vendor tab on the OFF32 contract in Comm-PASS.



- Click "View" (eyeglasses icon) to the far right of the vendor you want to view. Under the "Vendor Documents" section near the bottom of the page, you will find the vendor's Authorized Dealer List. Click on the "View" (eyeglasses icon) and the list will be displayed.



- Equipment Confirmation Form and Purchase order (if required by entity) are to be made out to the OFF32 Equipment or Service Vendor. The Authorized Dealer name may be noted in either the comments section or body of the purchase order.
- Payments are not to be made directly to the Authorized Dealer. Please see "Invoice and Payment Specifications" section on page 11 for more information on payments.

Leasing Companies

A current list of leasing companies is found under the Forms & Terms tab in Comm-PASS. Please see Leasing Partner cross-reference. For leases, payments must be made directly to the approved leasing company.

Equipment Delivery, Installation and Training

Categories 1, 2 & 3 - Equipment

All equipment prices include delivery and installation statewide. Delivery is F.O.B. destination with no delivery or travel expenses paid by the Eligible Entity.

The Vendor must coordinate the delivery of both their equipment and related start up supplies necessary to operate the equipment, to arrive simultaneously or within a mutually agreed upon time frame. All start up supplies must be labeled as "Start Up Supplies" and reference the eligible entity's purchase order number.

Upon delivery and installation of specified equipment, Vendors and/or authorized dealer must agree to provide training to personnel designated by the Eligible Entity. Operational Training must be provided to the designated personnel within an Eligible Entity until the personnel are able to operate the equipment independently. The amount of training is determined by the complexity of the equipment purchased or leased by the Eligible Entity. All vendors and/or authorized dealers are required to demonstrate the power

management options on all equipment sold under the contract. Departments can set these features to power down at a level of their choice which will afford them the opportunity to save money and energy.

Categories 4 & 5 – Service and Supplies

Vendor(s) must deliver supplies statewide. Delivery is F.O.B. destination with no delivery expenses paid by the Eligible Entity.

Upon delivery of specified supplies and or maintenance of equipment, Vendors and/or authorized dealer **must** agree to provide, if requested, training to personnel designated by the Eligible Entity. All vendors awarded under this contract have agreed that equipment failure may not be attributed to the use of recycled paper and/or recycled/remanufactured supplies, as long as those products meet the specifications set by the Commonwealth. If entities are told otherwise by a sales representative, please report such incidents to the OSD Strategic Sourcing Services Lead. **See section 3.4.14 of the OFF32 RFR for more information.**

Invoice and Payment Specifications

For purchases or maintenance agreements, payments go to the vendor on contract. For leases, payments must be made directly to the approved leasing company.

Invoices shall be submitted directly from the Vendor, Leasing Company or Supplier Diversity Program Partner, with a direct pay relation, approved by the OSD Strategic Sourcing Services Lead and PMT. **Invoices are NOT to be submitted from a Vendor's AUTHORIZED DEALER.**

Categories 1, 2, 3, & 4

- Billing for Maintenance/Service must be done at a minimum monthly. Vendors may also offer quarterly, semi-annually or annually upon the eligible entities request.
- Consolidated billing is offered by the vendors upon request of the eligible entity. There is to be a separate line item for equipment, supplies and service within the invoice or a separate invoice for each.
- Invoices are not due and payable until successful receipt and acceptance of goods verified by the Eligible Entity.
- Invoices for new equipment are not payable until services are rendered and equipment is in working order as indicated by signed acceptance of equipment delivery, start up supplies, installation, and training on the Equipment Confirmation Form.
- Invoices for service are not payable until services are rendered and equipment is in working order.

Category 5

- Billing for supplies **must** be done at a minimum per order.
- Vendors may be required to provide, upon request of the Eligible Entity, consolidated billing. All supply invoices **must** have a separate line item identifying the account and the appropriate line item detail for the particular order and delivery.
- Invoices **must** clearly identify the prompt pay discount (PPD) available upon acceptance of the delivery or receipt of invoices whichever date is later.
- If Bidder offers Dock Delivery Discount, the invoices **must** clearly identify the dock delivery discount (DDD) if the Eligible Entity has chosen that form of delivery upon placement of order.

Master Agreement #s for Entities using MMARS Accounting System

Eligible entities utilizing the MMARS accounting system need to utilize the appropriate Master Agreement # as follows:

Purchase:	OFF32PURCHASE00000000
Lease :	OFF32LEASE0000000000
Service/Maintenance:	OFF32SERVICE00000000

Returning Equipment at the End of Lease

Notify vendor equipment is ready for pick up and schedule pick up. If equipment is not picked up within 10 business days, eligible entity may charge \$50 per business day per unit until unit is picked up.

Eligible entity can NOT renew lease for long term, however if necessary eligible entity is allowed to negotiate lower cost lease for short term (i.e. currently have 2 machines coming off lease in April and another 5 coming off lease in June. Entity can renew lease of the 2 machines (April) until June so all the machines are on the same lease dates.)

Purchasing Equipment at the End of Lease

Eligible entities may purchase the leased equipment at the Fair Market Value at the end of the lease. See OFF32 RFR section **3.2.28 Outright Purchase of Term Lease Equipment at End of Term Lease** for details.

Trade-ins of Owned Equipment

Trade-ins of owned equipment are on an "as is basis". The value of the equipment is fully negotiable between the Eligible Entity and the Vendor and is based on the market value at the time of purchase of the new equipment as well as the condition of the equipment. Eligible Entities may only receive credit for trade-ins and deduct it from the cost of the equipment purchase or lease. Trade-ins are to be picked up by the Vendor within 10 working days at no cost to the Eligible Entity.

Note: Executive Branch Departments must declare that the owned equipment is surplus and notify the Surplus Property Unit within OSD of its intent to utilize the owned equipment as a trade-in for a new lease or purchase of equipment. You must contract the Surplus Property Unit at 617-720-3146 prior to finalizing the trade-in value in order to receive a written declaration that the equipment is surplus property that can be utilized by the Executive Branch department for a trade-in.

Data Security for Hard Drives on Digital Copiers

The majority of the copiers on this contract contain hard drives, which may contain sensitive data. Security features vary. Entities should ask vendors about security levels and settings.

- Hard drives on digital copiers do store data and steps need to be taken to ensure that data is erased when the copier is returned to the vendor at the end of lease/life. Also depending on the type of data and access controls at each copier location, an entity might want to consider securing the data on the hard drive while the copier is on site.

- Below is information regarding options for securing data that is stored on the hard drives of digital copiers:
 - The purchasing entity is responsible for securing sensitive data while a digital copier is in its possession consistent with applicable laws and regulations including Executive Order 504 which applies to all state agencies in the Executive Department.
 - By virtue of having signed the EO-504 Certification form, as part of their OFF32 contract with the Commonwealth, vendors are expected to protect or destroy the data when the machines are returned to the control of the vendor or its agents.

The following options are available (for a fee) at any time during the copier lease or purchase for an eligible entity that wishes to remove any confidential data while a machine is in the possession of the entity. Please contact your vendor to inquire about the specific options they offer. Costs for these options are listed on the vendor's cost sheets in Comm-PASS.

- **Data Overwrite/Memory Wiping software:** With this option, the software performs a data overwrite (Dept. of Defense standard is 3x overwrite) or memory wipe process on a predetermined time interval. Contracting eligible entities need to make their own determination as to whether such measures are necessary. For example, an agency with a copier located in a publicly accessible (non-agency personnel) space probably should consider automatic memory "cleaning" software if that copier is used for documents containing sensitive information. On the other hand, an agency copier with sufficient access controls would not find the software, or the expense, to be necessary. Please note that some vendors offer this feature as part of the copier's base cost and not a separate option for a fee. This feature may need to be enabled.
- **Removable Hard-drives** – the hard drive is removable and can be locked up during non-use of the copier (i.e. at night in a safe).
 - Once the machine is in the possession of the vendor or its agent, Statewide Vendors are responsible for protecting or destroying any data that remains on the machine. If the entity determines that they want the data removed prior to it leaving their possession, then the following options are also available to the entity for a fee, just prior to returning the equipment to vendor or its agent.
- **Destroying the Hard Drive at the end of the copier lease/life:** With this option, if it is a copier lease, the entity would need to purchase a new hard drive to replace the hard drive being destroyed as the copiers need to be returned to the leasing company in working condition.
- **Scrubbing the Hard Drive at the end of the copier lease/life:** With this option, if it is a copier lease, the firmware may need to be reinstalled. This would be at a cost to the entity.

The PMT is currently developing an End of Life form to assist the eligible entities in determining steps necessary prior to equipment leaving entities control. Once finalized, it will be published on Comm-PASS under the Forms & Terms tab and the OSD Update will then be updated.

Remanufactured Supplies

- Executive Order 515 requires the purchase of remanufactured and other environmentally preferable products (EPPs) wherever they are available; as a result, OSD and the procurement team plan to promote the purchase of remanufactured cartridges by implementing a process for transitioning OEM and generic supplies approximately one year after a remanufactured alternative for the specific OEM or generic supply becomes available from more than one of the awarded Contractors. The PMT reserves the right to adjust the transition dates based on supply availability, cost and other factors.

- Currently there are multiple cartridge manufacturers making a wide range high quality, third-party certified products for most equipment models. Remanufactured cartridges must be:
 - Guaranteed to meet OEM standards, and
 - Certified to meet all test methods developed and used by the printer cartridge industry
- All suppliers offer cartridge recycling and some even offer a \$\$ rebate
- All suppliers offer a take-back / recycling program for cartridges at no cost to customers
- Currently MA purchases an estimated \$1.5 million in remanufactured cartridges annually saving over \$600,000

Dedicated OFF32 Vendor Websites

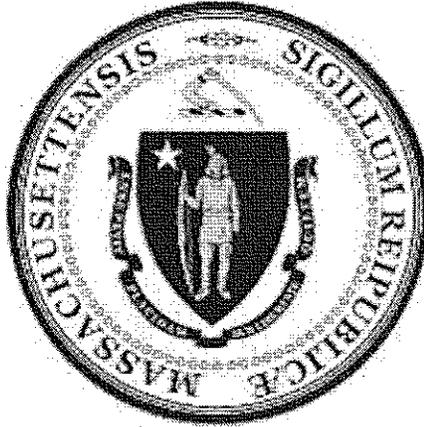
The PMT is currently in the process of working with the OFF32 vendors on dedicated OFF32 vendor websites. As the vendor websites are approved, the link to the website will be added to Comm-PASS under the Vendor Information tab of the OFF32 contract.

Frequently Asked Questions (FAQ)

The PMT has published an OFF32 Frequently Asked Questions document on Comm-PASS under the "Forms & Terms" tab of the OFF32 contract. This document will contain frequently asked questions and answers regarding the OFF32 contract and will be updated periodically with additional questions and answers.

OPERATIONAL SERVICES DIVISION

ONE ASHBURTON PLACE, 10TH FLOOR, ROOM 1017, BOSTON, MASSACHUSETTS 02108-1552



Request for Response (RFR)

Document Title:

Photocopier, Facsimile, Digital Duplicator Equipment and Service;
Photocopier, Facsimile, Digital Duplicator and Printer Supplies

REVISED with RFR Amendments 1 and 2

Document Number: OFF32

November 18, 2010

Please Note: This is a single document associated with a complete Solicitation that can be found on Comm-PASS. All Bidders are responsible for reviewing and adhering to all information, forms and requirements found in all tabs and related forum records for the entire Solicitation. To locate the Solicitation associated with this document, go to www.comm-pass.com, select the "Search for solicitations" link, enter the above Document Number in the "Document Number" field, and select the "Search" button. Bidders who need help regarding Comm-PASS navigation may refer to the Comm-PASS Resource Center at www.mass.gov/osd for documents and guides. Bidders may also contact the Comm-PASS Helpdesk at comm-pass@state.ma.us or the Comm-PASS Helpline at 1-888-MA-STATE. The Helpline is staffed from 7:30 AM to 5:00 PM Monday through Friday Eastern Standard or Daylight time, as applicable, except on federal, state and Suffolk county holidays.

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1 RFR INTRODUCTION AND GENERAL DESCRIPTION

1.1 Procurement Scope and Description

The Commonwealth of Massachusetts and the OFF32 Procurement Management Team (PMT) are soliciting Bidders for the acquisition of energy efficient, new and unused digital photocopiers, new and unused production equipment, new and unused facsimile equipment, new and unused digital duplicating equipment, new and predecessor related service/maintenance and new and unused OEM, generic and remanufactured photocopier, facsimile, digital duplicator and printer supplies in the following categories:

Category 1: Digital Multifunctional Photocopiers and Production Equipment

Sub-Category 1-B: Authorized New Digital Multifunctional **Black & White** Photocopiers

Sub-Category 1-C: Authorized New Digital Multifunctional **Color** Photocopiers

Sub-Category 1-BP: Authorized New Digital Multifunctional **Black & White Production** Photocopiers

Sub-Category 1-CP: Authorized New Digital Multifunctional **Color Production** Photocopiers

Category 2: Facsimile Equipment

Sub-Category 2-F: Authorized New Class III Facsimile Equipment

Category 3: Digital Duplicating Equipment

Sub-Category 3-D1: Authorized New Digital Duplicators –

Maximum output 8-1/2" x 14", 2 colors/2 Pass Thru

Sub-Category 3-D2: Authorized New Digital Duplicators –

Minimum output 11" x 17", 2 colors/2 Pass Thru

Sub-Category 3-D3: Authorized New Digital Duplicators,

Minimum output 11" x 17", 2 colors/1 Pass Thru

Category 4: Service: New Maintenance or Predecessor Maintenance for Category 1, 2 & 3

Sub-Category 4-1BM: Authorized New Maintenance and/or Predecessor Maintenance
Category 1, Sub-Cat 1-B (Photocopiers)

Sub-Category 4-1CM: Authorized New Maintenance and/or Predecessor Maintenance
Category 1, Sub-Cat 1-C (Photocopiers)

Sub-Category 4-1BPM: Authorized New Maintenance and/or Predecessor Maintenance
Category 1, Sub-Cat 1-BP (Photocopiers)

Sub-Category 4-1CPM: Authorized New Maintenance and/or Predecessor Maintenance
Category 1, Sub-Cat 1-CP (Photocopiers)

Sub-Category 4-2FM: Authorized New Maintenance and/or Predecessor Maintenance
Category 2, Sub-Cat 2-F (Facsimile)

Sub-Category 4-3D1M: Authorized New Maintenance and/or Predecessor Maintenance
Category 3, Sub-Cat 3D1 (Digital Duplicators)

Sub-Category 4-3D2M: Authorized New Maintenance and/or Predecessor Maintenance
Category 3, Sub-Cat 3D2 (Digital Duplicators)

Sub-Category 4-3D3M: Authorized New Maintenance and/or Predecessor Maintenance
Category 3, Sub-Cat 3D3 (Digital Duplicators)

Category 5: OEM, Generic and/or Remanufactured Supplies for Categories 1, 2, 3 & Printers

- Sub-Category 5-1BS:** Authorized OEM, Generic and/or Remanufactured Category 1, Sub-Cat 1B (Photocopiers) Supplies
- Sub-Category 5-1CS:** Authorized OEM, Generic and/or Remanufactured Category 1, Sub-Cat 1C (Photocopiers) Supplies
- Sub-Category 5-1BPS:** Authorized OEM, Generic and/or Remanufactured Category 1, Sub-Cat 1BP (Photocopiers) Supplies
- Sub-Category 5-1CPS:** Authorized OEM, Generic and/or Remanufactured Category 1, Sub-Cat 1CP (Photocopiers) Supplies
- Sub-Category 5-2FS:** Authorized OEM, Generic and/or Remanufactured Category 2, Sub-Cat 2F (Facsimile) Supplies
- Sub-Category 5-3D1S:** Authorized OEM, Generic and/or Remanufactured Category 3, Sub-Cat 3D1 (Digital Duplicators) Supplies
- Sub-Category 5-3D2S:** Authorized OEM, Generic and/or Remanufactured Category 3, Sub-Cat 3D2 (Digital Duplicators) Supplies
- Sub-Category 5-3D3S:** Authorized OEM, Generic and/or Remanufactured Category 3, Sub-Cat 3D3 (Digital Duplicators) Supplies
- Sub-Category 5-PS:** Authorized OEM, Generic and/or Remanufactured Printer Supplies

In addition, due to the limited demand, remanufactured photocopiers (purchase only) will be part of this contract on a PMT request only. If an eligible entity determines the need for a remanufactured photocopier, the eligible entity will make a request to the PMT and the PMT will review on a case by case basis. Guidelines will be posted on Forms & terms tab after contract award. Remanufactured photocopiers must meet the same criteria and requirements as new photocopiers and offer significant cost savings.

The resulting Contract will be the primary Statewide Contract used by Executive Agencies of the Commonwealth for the goods and services covered by the Contract. The Statewide Contract will also be available for use by other eligible entities listed on the Issuer tab on Comm-PASS. Each Commonwealth Agency and eligible entity is responsible for executing its own purchase orders and paying its own invoices for goods and/or services acquired from this Statewide Contract. Contractors will be responsible for marketing their goods and/or services to Commonwealth Agencies and their eligible entities.

1.2 Background information

This RFR is to create the successor contract to OFF16 Photocopiers, Printers, Facsimile/Multifunctional Equipment, Supplies and Service and OFF21 Digital Duplicating Equipment, Supplies and Service. This OFF32 RFR does not include printer equipment or service; however OFF32 does include the printer supplies. The printers are now being procured through contract ITC44.

1.3 Number of awards

The target maximum number of Contractors is shown in the table below by Category and Sub-Category.

This is a target number; the PMT may award more or fewer Statewide Contracts if it is in the best interests of the Commonwealth to do so.

The PMT reserves the right to limit bidder equipment awards to one **(1) bidder per manufacturer brand**.

Category and Sub-Category	Target Number of Awards
Category 1, Sub-Category 1-B	6 Awards
Category 1, Sub-Category 1-C	6 Awards
Category 1, Sub-Category 1-BP	4 Awards
Category 1, Sub-Category 1-CP	4 Awards
Category 2, Sub-Category 2-F	4 Awards
Category 3, Sub-Category 3-D1	3 Awards
Category 3, Sub-Category 3-D2	3 Awards
Category 3, Sub-Category 3-D3	3 Awards
Category 4, Sub-Category 4-1BM	2 Awards per Equipment Manufacturer Brand for Sub-Category 1B New Maintenance and 2 Awards per Equipment Manufacturer Brand for Predecessor Maintenance
Category 4, Sub-Category 4-1CM	2 Awards per Equipment Manufacturer Brand for Sub-Category 1C New Maintenance and 2 Awards per Equipment Manufacturer Brand for Predecessor Maintenance
Category 4, Sub-Category 4-1BPM	2 Awards per Equipment Manufacturer Brand for Sub-Category 1BP New Maintenance and 2 Awards per Equipment Manufacturer Brand for Predecessor Maintenance
Category 4, Sub-Category 4-1CPM	2 Awards per Equipment Manufacturer Brand for Sub-Category 1CP New Maintenance and 2 Awards per Equipment Manufacturer Brand for Predecessor Maintenance
Category 4, Sub-Category 4-2FM	2 Awards per Equipment Manufacturer Brand for Sub-Category 2F New Maintenance and 2 Awards per Equipment Manufacturer Brand for Predecessor Maintenance
Category 4, Sub-Category 4-3D1M	1 Award per Equipment Manufacturer Brand for Sub-Category 3D1 New Maintenance and 1 Award per Manufacturer Brand for Predecessor Maintenance
Category 4, Sub-Category 4-3D2M	1 Award per Equipment Manufacturer Brand for Sub-Category 3D2 New Maintenance and 1 Award per Manufacturer Brand for Predecessor Maintenance
Category 4, Sub-Category 4-3D3M	1 Award per Equipment Manufacturer Brand for Sub-Category 3D3 New Maintenance and 1 Award per Manufacturer Brand for Predecessor Maintenance
Category 5, Sub-Category 5-1BS	2 Awards per Supply Manufacturer Brand for OEM, Generic and Remanufactured Category 1, Sub-Category 1-B Supplies

Category 5, Sub-Category 5-1CS	2 Awards per Supply Manufacturer Brand for OEM, Generic and Remanufactured Category 1, Sub-Category 1-C Supplies
Category 5, Sub-Category 5-1BPS	2 Awards per Supply Manufacturer Brand for OEM, Generic and Remanufactured Category Sub-Category 1-BP Supplies
Category 5, Sub-Category 5-1CPS	2 Awards per Supply Manufacturer Brand for OEM, Generic and Remanufactured Category 1, Sub-Category 1-CP Supplies
Category 5, Sub-Category 5-2FS	2 Awards per Supply Manufacturer Brand for OEM, Generic and Remanufactured Category 1, Sub-Category 2-F Supplies
Category 5, Sub-Category 5-D1S	1 Award per Supply Manufacturer Brand for OEM, Generic and Remanufactured – Category 3, Sub-Category 3-D1 Supplies
Category 5, Sub-Category 5-D2S	1 Award per Supply Manufacturer Brand for OEM, Generic and Remanufactured – Category 3, Sub-Category 3-D2 Supplies
Category 5, Sub-Category 5-D3S	1 Award per Supply Manufacturer Brand for OEM, Generic and Remanufactured – Category 3, Sub-Category 3-D3 Supplies
Category 5, Sub-Category 5-PS	2 Awards per Supply Manufacturer Brand for OEM, Generic and Remanufactured - Printer Supplies

1.4 Adding Contractors after initial Statewide Contract award

If, over the life of the Contract, the PMT determines that additional Contractors should be added, these may first be drawn from qualified companies which responded to this Solicitation but were not awarded contracts. If necessary to meet the requirements of the Commonwealth, the Solicitation may be reopened to obtain additional bids.

1.5 Technological Advancements

In the event that future technology represents a significant enhancement that creates a situation in which new equipment is not available on OFF32 then the OSD Contract Manager and PMT reserve the right to modify or create a category and/or sub-category at anytime during the contract term and negotiate with the current contractors or allow an open enrollment for the category(ies) and/or sub-category(ies) for new bid submissions.

1.6 Acquisition Method(s)

The acquisition method(s) to acquire goods and/or services from this Solicitation are outright purchase, Term Lease, Fee for Service and Rental (Not to exceed 6 months).

1.7 Contract Duration

The initial term of this Contract is through April 30, 2014. In addition, this Contract has two (2) options to renew of up to one (1) year each with a maximum Contract term of five (5) years (including the initial term and all possible renewal options).

1.8 Performance and payment time frames which exceed Contract duration

All term leases, rentals, maintenance or other agreements for services entered into during the duration of this Contract and whose performance and payment time frames extend beyond the duration of this

Contract shall remain in effect for performance and payment purposes (limited to the time frame and services established per each written agreement). No written agreement shall extend more than six (6) years beyond the final termination date of this Statewide Contract. No new leases, rentals, maintenance or other agreements for services may be executed after the Contract has expired.

1.9 Estimated Value of the Contract

Please refer to the "Estimated Value (US\$)" and "Estimated Units" fields indicated on the Summary tab for this Solicitation on Comm-PASS. The Commonwealth makes no guarantee that any commodities or services will be purchased from any Contract resulting from this Solicitation. Any estimates or past procurement volumes referenced in this Solicitation are included only for the convenience of Bidders, and are not to be relied upon as any indication of future purchase levels.

1.9.1 Basis for estimated dollar value for this Statewide Contract (including all options to renew)

The "Estimated Value (US\$)" on the Summary tab for this Solicitation on Comm-PASS was based on the following:

From December 1, 2004 to December 31, 2009 on **OFF16**, it is estimated that Eligible Entities:

- Leased or purchased approximately 9,265 pieces of photocopier equipment valued at **\$123,000,000**
- Leased or purchased approximately 950 pieces of facsimile equipment valued at **\$790,000**
- Purchased photocopier, facsimile and printer supplies valued at approximately **\$14,000,000**

This Estimated Value was derived by reviewing Contractor sales reports to Commonwealth of Massachusetts eligible entities.

From May 1, 2007 to October 20, 2010 on **OFF21**, it is estimated that State Agencies:

- Leased or purchased digital duplicating equipment valued at approximately **\$100,000**
- Purchased digital duplicating services valued at approximately **\$118,000**

1.10 Equipment Lease Clarification

Although pursuant to Section 4, Contract Termination or Suspension, of the Commonwealth Terms and Conditions, the Commonwealth is allowed to terminate without cause, the Commonwealth hereby notifies all Bidders that it **will not** exercise the termination without cause provision for all leased equipment under a contract resulting from this RFR.

This clarification **does not apply** to equipment purchased or rented pursuant to this RFR.

1.11 Executive Order 515, Establishing an Environmental Purchasing Policy

Executive Order 515, issued October 27, 2009, states that "As part of the Commonwealth's overall goals of conserving natural resources, reducing waste, protecting public health and the environment, and promoting the use of clean technologies, recycled materials, and less toxic products, it shall be the policy of the Executive Department of the Commonwealth of Massachusetts and its agencies to reduce their impact on the environment and enhance public health by procuring Environmentally Preferable Products and services (EPPs) whenever such products and services are readily available, perform to satisfactory standards, and represent best value, consistent with 801 CMR 21.00. The Executive Order shall apply to all state agencies in the Executive Department. As used in this Order, 'state agencies' (or 'agencies') shall include all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established."

In line with this directive, all contracts, whether departmental or statewide, must comply with the specifications and guidelines established by OSD and the EPP Program. EPPs are considered to be products and services that help to conserve natural resources, reduce waste, protect public health and the environment, and promote the use of clean technologies, recycled materials, and less toxic products. Questions concerning the EO or the appropriate specifications may be directed to OSD's EPP Procurement Program, www.mass.gov/epp. The Order can be seen at http://www.mass.gov/Agov3/docs/Executive%20Orders/executive_order_515.pdf.

2 ESTIMATED PROCUREMENT CALENDAR

EVENT	DATE
Solicitation: Announcement of Intent to Procure	May 10, 2010 (Categories 1, 2, 4 & 5) September 29, 2010 (Category 3)
Solicitation: Release Date	October 20, 2010
Physical Bidders' Conference	October 26, 2010, 9am to Noon Minihan Hall, 6th Floor Hurley Building 19 Staniford Street Boston, MA
Forum: Start date for Bidders to submit written questions to the Comm-PASS forum	October 26, 2010
Forum: Deadline for submission of written questions	November 9, 2010
Forum: Official answers published (Estimated)	November 17, 2010
Training for Online Submission	<p><u>Dates and Times Available:</u> October 27, 2010, 10am to noon October 27, 2010, 1pm to 3pm November 10, 2010, 10am to noon November 10, 2010, 1pm to 3pm</p> <p><u>Location:</u> Operational Services Division One Ashburton Place, Room 1017 Boston, MA 02108</p> <p>Limited seating – reserve your seat now by e-mailing: comm-pass@state.ma.us</p>
Solicitation: Online submission begins. Solicitation documents will not be amended after this date (the "Amendment Deadline" on Comm-PASS).	November 18, 2010, 2:00pm
Solicitation: Close Date / Submission Deadline	December 9, 2010, 2:00pm
Solicitation: Announcement of awarded Bidder(s) on Comm-PASS in the Solicitation Update tab (Estimated)	March 1, 2011 (Cat. 1, 2, 4 & 5) April 1, 2011 (Category 3)
Contract: Estimated Contract Start Date	April 1, 2011 (Cat. 1, 2, 4 & 5) May 1, 2011 (Category 3)

Times are Eastern Standard/Daylight Savings (US), as applicable. If there is a conflict between the dates in this Procurement Calendar and dates on the Solicitation's Summary tab or Forum pages, the dates on the Solicitation's Summary tab or Forum pages on Comm-PASS shall prevail. Any changes in the Estimated Procurement Calendar which are made after the RFR has been published will not result in amendments to the Estimated Procurement Calendar. Such changes will appear only on the Solicitation's Summary tab and/or related Forum pages on Comm-PASS. Bidders are responsible for checking the Solicitation's Summary tab and related Forum pages on Comm-PASS for Procurement Calendar updates.

2.1 Written questions via the Online Bidders' Forum

The Bidders' Forum or Online Forum is the opportunity for Bidders to ask written questions and receive written answers from the Procurement Management Team (PMT) regarding this Solicitation. All Bidders' questions must be submitted through the Bidders' Forum found on Comm-PASS (See "[Locating an Online Bidders' Forum](#)," below). Questions may be asked only between the "QA Start" and "QA End" dates, when the "Ask a Question" link (located in the right-hand corner above the Forum's "Question/Answer" tab) is available.

Please note that any questions submitted to the PMT using any other medium (including those that are sent by mail, fax, email or voicemail) will not be answered. To reduce the number of redundant or duplicate questions, Bidders are asked to review all questions previously submitted to determine whether the Bidder's question has already been posted.

Bidders are responsible for entering content suitable for public viewing, since all of the questions are immediately accessible to the public. Bidders must not include any information that could be considered personal, security sensitive, inflammatory, incorrect, collusory, or otherwise objectionable, including information about the Bidder's company or other companies. The PMT reserves the right to edit or delete any submitted questions that raise any of these issues or that are not in the best interest of the Commonwealth or this Solicitation.

Only written response(s) posted on a Bidders' Forum which has been "finalized" will be binding on the Commonwealth. The last entry in a Forum's Summary tab indicates whether answers are final.

2.2 Locating an Online Bidders' Forum

- Go to www.comm-pass.com.
- Select the "FORUMS" tab from the main navigation bar.
- Select the "Search for Bidders' forum" link.
- Enter the Document Number appearing on the front of this document in the "Referenced Solicitation Number" field.
- Select the "Search" Button.
- Select the search results link appearing at the top of the Search page.
- Select the view icon (eyeglasses) to access the Forum. There may be more than one Bidders' Forum for a Solicitation.

2.3 Physical Bidders' Conference (in person)

The Bidders' Conference is the physical conference conducted by the PMT for the purpose of informing prospective Bidders about general Solicitation information and answering questions from prospective

Bidders. Attendance is optional, **but highly recommended**. Please refer to the Forum for any updated information, including the location, time and date of the Bidders' Conference.

2.4 Debriefing

The PMT will conduct debriefings for unsuccessful Bidders, if requested within 14 calendar days of Contract awards being posted on Comm-PASS. The PMT will provide debriefing guidelines in advance of each debriefing.

3 SPECIFICATIONS

Additional required terms appear in the Appendices to this RFR.

3.1 Bidder Qualifications

All specifications in this section apply to all bidders for equipment, supplies and service who receive an award resulting from this RFR. The responses, as submitted, must meet or exceed all of the mandatory specifications contained within this RFR. Bidders are responsible for ensuring that products offered and sold in accordance with this RFR do not violate OEM intellectual property or patent rights. Awarded vendors will be held responsible for any damages resulting from the supply of such products or equipment.

3.1.1 Qualification of Original Equipment Manufacturer for Equipment

For the purposes of the purchase, lease and rental of equipment, responses must be submitted only by the Original Equipment Manufacturer (hereinafter referred to as "OEM"). **Only OEMs will be awarded contracts for equipment.**

3.1.2 Qualification of OEM/Remanufacturer for Service or Supplies or Authorized Dealer for Service/ Maintenance or Supplies

For Bidders submitting a bid for either Category 4 or Category 5, the following qualifications are required.

Service (Category 4) and OEM Supplies (Category 5)

For the purposes of the purchase of OEM supplies and service/maintenance, responses must be submitted only by the Original Equipment Manufacturer (hereinafter referred to as "OEM") or a qualified OEM designated authorized dealer. **Only OEMs or a qualified company authorized by the OEM will be awarded contracts for supplies and/or service/maintenance.**

All Category 4 (Service) and Category 5 (OEM supplies only) bidders submitting a response to this RFR must submit written certification on the official letterhead of the OEM(s) which is signed by an authorized official of the company for each manufacturer having product represented in the response stating:

1. The bidder is authorized by the OEM to sell supplies and/or provide service/maintenance and is able to conduct business statewide consistent with the terms & specifications of OFF32 RFR.
2. The OEM manufacturer has agreed to provide product support for all equipment purchased, leased or rented from this contract to the authorized dealer to satisfy the requirements of this contract.

The certification must identify the bidder and the bid identification number: OFF32. Failure to comply with the certification requirement may result in the rejection of the response for each manufacturer not certified.

The Commonwealth reserves the right to ask for documentation from each Bidder verifying their service technician's training, including those components relating to energy efficiency and environmental benefits of the equipment.

Remanufactured and Generic Supplies (Category 5)

All bidders intending to supply remanufactured and/or generic supplies must include a certification on the manufacturer(s) official letterhead indicating the bidder is an authorized distributor for the Commonwealth. The official letter of certification must guarantee the following minimum elements:

1. The bidder is a distributor who is authorized to sell and to conduct business consistent with the OFF32 RFR statewide for the manufacturer's supply products
2. The manufacturer has agreed to provide product support to the authorized dealer to satisfy the supply requirements of this contract
3. The manufacturer has been in business providing remanufactured and/or generic supplies for no less than three (3) years preceding the bid due date.

The certification must identify the bidder and the bid identification number: OFF32. Failure to comply with the certification requirement may result in the rejection of the response for each remanufacturer not certified.

3.1.3 OEM Bidding with Authorized Dealers Network Representation

OEMs must include in their response a list of authorized dealers authorized to represent them per the terms and conditions of this RFR (Attachment B). It is the bidding manufacturer's responsibility to ensure complete coverage of service throughout all counties within the Commonwealth of Massachusetts. Invoices shall be issued directly by the Prime Contractor or the SDP Partner, with a direct pay relation, approved by the OSD Contract Manager and PMT as the Prime Contractor.

The OEM, as Prime Contractor, shall be fully responsible for meeting all of the terms of any contract resulting from this RFR. The OEM will have full responsibility for any authorized dealer(s) performance. Contractors will be responsible for the training and education of authorized dealers to ensure contract compliance.

Awarded Contractors must notify the OSD Contract Manager of any authorized dealer changes, additions and deletions throughout the term of the Contract. The OSD Contract Manager, in consultation with the PMT will have the right to deny approval of any authorized dealer additions and/or substitutions.

Category 1, 2 and 3 Bidders must provide costs for all the service plans and the related supplies for the equipment models being submitted in the response.

The Commonwealth reserves the right to ask for documentation from each Bidder verifying their service technician's training, including those components relating to energy efficiency and environmental benefits of equipment.

3.1.4 Company experience

3.1.4.1 Years in business

All Bidders must have been in business for at least three (3) years preceding the release date of the RFR. Points may be awarded based upon the number of years in business greater than three (3) years.

In case of vendors which have new Tax ID numbers as a result of a merger or acquisition, the PMT wishes to consider the experience and qualifications of the companies which combined to create the new entity.

In the response to this section, Bidders must identify any changes to the company's Tax ID which took place as a result of a merger or acquisition within the past 3 years. Provide a sufficient description for each merger or acquisition to enable the PMT to easily determine the years of experience of the combined entity.

3.1.4.2 Years in the industry of the Solicitation

All Bidders must have been in business offering the categories of products they are responding to the solicitation for at least three (3) years preceding the release date of the RFR. Points may be awarded based upon the number of years in industry greater than three (3) years.

3.1.4.3 Authorized Sales & Service Information

The bidder must provide the PMT with the current number of authorized sales support, service technicians and customer support personnel that would be utilized in support of the contract statewide (Attachment B). The bidder must complete and submit with bid submission Attachment B.

If an OEM Manufacturer is utilizing authorized dealers for coverage statewide the Manufacturer must indicate which County(ies) the authorized dealer will support for sales, service and customer support utilizing Attachment B. The OSD Contract Manager and PMT may require an updated Attachment B at anytime during the term of the contract.

3.1.5 Financial stability including bankruptcy, litigation and contract defaults

3.1.5.1 Open Ratings/Dun & Bradstreet Reports

The PMT has chosen to utilize independent parties, Open Ratings and Dun and Bradstreet Information Services (D&B), to assist in the evaluation process in two areas, reference checking and financial stability.

3.1.5.2 Estimated Time Required for Report Preparation

Bidders are urged to request the Open Ratings / Dun and Bradstreet reports as soon as possible. Typically, reports can be prepared within 30 days; however, there can be delays in report preparation, so Bidders should NOT wait until 30 days before the Solicitation is due to request the reports. In particular, delays can be lengthy if Open Ratings is unable to contact a sufficient number of a Bidder's references to prepare a report, and must contact the Bidder for additional references. **It is the Bidder's responsibility to submit references which can be contacted readily** (See Section 3.1.5.3 for information on submitting references).

If Dun and Bradstreet does not have a current Supplier Evaluation Report on file for the Bidder's company and must update the report, this can require up to an additional 10 business days. If a Bidder receives the reports but believes they contain errors, it is the Bidder's responsibility to contact: D&B's Customer Resource Center at 888-299-3118 to report any changes/updates if the issue concerns the "Supplier Evaluation Report," and the Open Ratings Coordinator (727) 329-1184; orders@openratings.com at Open Ratings if the problem is with the "Past Performance Evaluation (Supplier Performance Review)."

Bidders must ensure that the company name given on the Open Ratings/Dun and Bradstreet reports matches the name on the Bidder's Response, unless the company's name has changed during the time

period between requesting the Dun and Bradstreet report and submitting the RFR Response. In that case, an explanation of the change, including the date of the change, must be provided.

3.1.5.3 How To Order Your Open Ratings/Dun & Bradstreet Reports

It is required all Bidders submit the request for the reports directly to **Open Ratings via <http://www.ppereports.com/>**. When placing an order for the Past Performance Evaluation (Supplier Performance Review) and the Supplier Evaluation Report, select the "State and County" report option at the appropriate prompt during the ordering process. The Bidder must pay online with **Open Ratings for both reports**.

Open Ratings and D&B will send the reports to the Bidder's contact person named on the Request form in the recipient section. Bidders must request that a copy of each report be sent to the PMT, to **debra.carty@state.ma.us**. The online request form may prompt for additional contact information for the report recipient. If so: Debra Carty, Operational Services Division, 10th Floor, 1 Ashburton Place, Boston, MA 02108, Tel 617-720-3321, Fax 617-727-4527.

The Past Performance Evaluation (Supplier Performance Review) report is the most time consuming to complete (as it involves the surveying of customer references). The completion of this report will trigger the generation of the D&B Supplier Evaluation Report. Bidders **must not** attempt to order either of these reports directly from D&B. Bidders must provide 20 references, including two of the Bidder's largest customers (based on purchase volume) in Massachusetts. **It is the Bidders responsibility to submit customer references that can be contacted readily.**

Bidders must retain a copy of their order confirmation as the order confirmation will need to be included with the bid response.

3.1.5.4 Deadline for Submittal

Failure to provide the following may result in rejection of your Response:

- Include the Past Performance Evaluation (Supplier Performance Review) and Supplier Evaluation Report in the proposal submission,

Or

- Include a copy of the order acknowledgement sent when the reports are ordered as directed above, showing that the order was submitted **prior to bid submittal**.

Bidders are advised to monitor the process and to contact Open Ratings if they have not received their emailed copies of the reports as a reasonable amount of time lapses. The PMT expects the reports to be received within 30 days of ordering, but reserves the right to accept reports received after this date if circumstances warrant, but will only consider doing so if the Bidder has ordered the reports prior to the bid submittal and included at least 20 customer references in their report request to Open Ratings, including two of the Bidder's largest customers (based on purchase volume) in Massachusetts.

A contract will not be signed with an apparent successful bidder without submission of the Past Performance Evaluation (Supplier Performance Review) and Supplier Evaluation Report with scores on both reports that assure the PMT that the company's financial position and performance is viable.

Important Note:

In the past, some Bidders with accounts at D&B have ignored the above instructions and simply contacted their D&B representative and requested that a report be run. The report that is generated may or may not be the correct Supplier Evaluation Report, and that process most certainly will NOT generate the Past Performance Evaluation (Supplier Performance Review), which is prepared by Open Ratings. Please follow the instructions above.

3.1.5.5 Use of Reports that Have Been Prepared Previously

Bidders who have obtained the two required reports on or after March 1, 2010 may submit those reports instead of providing new ones. However, they must arrange with Open Ratings for a copy of both reports to be emailed to debra.carty@state.ma.us in addition to including the reports in their Response.

3.1.5.6 Explanation Required for Certain Scores

Bidders whose "Supplier Risk Score" on the Supplier Evaluation Report is 7, 8 or 9 **must provide an explanation sufficient to assure the PMT that the company's financial position is viable or the Bidder may be disqualified.**

Bidders whose "Overall Performance Rating" on the Past Performance Evaluation (Supplier Performance Review) is 75 or less **must submit an explanation of why the PMT should consider awarding a Contract to their company.**

Bidders submitting the reports with their Responses will find space on the Response Form for any explanations needed. Bidders who receive their reports after the Response Deadline must send any required explanation to debra.carty@state.ma.us, subject "OFF32 SER or PPE EXPLANATION – Company Name," where "Company Name" is the name of the Bidder's Company as it appears on the Response Form. The explanation must be submitted by January 31, 2011. Bidders must request a return receipt and follow up if they do not receive one.

Open Ratings and D&B will send the reports to the Bidder's contact person named on the Request form, and will send a copy of each report to the PMT.

3.1.6 Buyers Alliance, Division of Buyers Laboratory, Inc.

The Commonwealth and the PMT will utilize an independent advisor, Buyers Alliance, a division of Buyers Laboratory, Inc. to assist in the analysis of the bid submissions for Category 1 & 2.

Bidders submitting a bid for either Category 1 and/or 2 will be required to send a check made payable to Buyers Laboratory for the amount as follows:

CATEGORY	COST
Category 1 Bid Submission Only	\$2,000.00
Category 2 Bid Submission Only	\$1,000.00
Categories 1 & 2 Bid Submission	\$2,750.00

The purpose of the above fee is to ensure compliance of the specifications for this bid and ongoing compliance during the contract.

Submitting Bid Documents and Check to Buyers Laboratory:

If bidding either Category 1 and/or 2, please provide the documents indicated below directly to Buyers Laboratory, Inc., Buyers Alliance Division. **Failure to provide Buyers Laboratory, Inc., Buyers Alliance Division with the 2 documents stated below prior to the due date and time for RFR response may disqualify a Bidders response.**

Please mail the following directly to Buyers Lab at the address listed below:

- 1) Attachment C – OFF32 Buyers Laboratory, Inc. Notice of Intent to Submit Proposal**
- 2) Check made payable to Buyers Laboratory.** Please refer to the chart above for the check amount based on category(ies) your company is submitting a bid response.

Mail above 2 documents to:

Jon Bees
Director, Strategic Marketing Products
Buyers Laboratory, Inc.
20 Railroad Avenue
Hackensack, NJ 07601
Phone: (860) 657-2231
E-mail: Jon.Bees@buyerslab.com

3.2 Equipment Specifications

All specifications in this section apply to all equipment awarded under any contract resulting from this RFR. The responses, as submitted, must meet or exceed all of the required specifications contained within this RFR. For Category 1, Sub-Categories 1-B and 1-C and for Category 2, Sub-Category 2-F, all Bidders must be able to provide, at a minimum, equipment in two of the three volume bands (Low/Medium/High) for the particular sub-category(ies) to qualify for bid evaluation.

Bids only for equipment currently in production and available for sale at the time of the bid opening date for this contract may be submitted. Discontinued equipment not being actively marketed by the OEM for domestic sales should not be submitted and will not be considered. The Commonwealth reserves the right to require OEM documentation to confirm equipment eligibility under this contract.

Equipment under this contract shall be new and unused and carry a maintenance guarantee for a period of at least seven (7) years from date of acceptance. All equipment shall be in excellent working condition and shall include new OEM equipment guarantee.

All equipment must be in compliance with the environmental specifications indicated in this RFR.

3.2.1 Volume Bands: Digital Photocopiers and Production Equipment (Category 1)

**Digital Black & White Multifunctional Volume Bands
(Sub-Category 1-B)**

Volume Band	Copy Per Minute Range 600 x 600 DPI	Minimum Monthly Volume	Maximum # of photocopiers submitted/ awarded per contractor within CPM band
Low	20-29	5K	1
	30-39	8K	2
Medium	40-49	18K	2
	50-59	28K	2
	60-69	40K	2
High	70-79	60K	2
	80-89	80K	1
	90-99	125K	1

**Digital Multifunctional Color Volume Bands
(Sub-Category 1-C)**

Volume Band	Copy Per Minute Range 600 x 600 DPI	Minimum Monthly Volume	Maximum # of photocopiers submitted/ awarded per contractor within CPM band
Low	20-29	5K	1
Medium	30-39	8K	2
	40-49	18K	2
High	50-59	28K	2
	60-69	40K	1

Digital Multifunctional Black & White Production Volume Bands
(Sub-Category 1-BP)

Volume Band	Copy per Minute Range 600 x 600 DPI	Minimum Monthly Volume	Maximum # of photocopiers submitted/ awarded per contractor within CPM band
High	100 – 119	175K	1
	120 – 139	250K	1
	140 – 159	500K	1

Note: If an eligible entity determines the need for a 160+ CPM Black & White Production photocopier, the eligible entity will make a request to the PMT and the PMT will review on a case by case basis. Guidelines will be posted on Forms & terms tab after contract award.

Digital Multifunctional Color Production Volume Bands
(Sub-Category 1-CP)

Volume Band	Copy Per Minute Range 600 x 600 DPI	Minimum Monthly Volume	Maximum # of photocopiers submitted/ awarded per contractor within CPM band
High	70-79	60K	1
	80-94	85K	1
	95-110	150K	1

Note: If an eligible entity determines the need for a 111+ CPM Color Production photocopier, the eligible entity will make a request to the PMT and the PMT will review on a case by case basis. Guidelines will be posted on Forms & terms tab after contract award.

3.2.2 Volume Bands: Facsimile Equipment (Category 2)

*Facsimile Volume Bands
(Sub-Category 2-F)*

Volume Band	Minimum Monthly Volume	Maximum # of facsimiles submitted/ awarded per contractor within volume band
Low	1K	1
Medium	2K	1
High	4K	2

3.2.3 Digital Duplicator Sub-Categories

Sub-Category	Output Paper Size	# of colors per pass thru	Maximum # of Digital Duplicators submitted/ awarded per contractor within sub-category
3-D1	8-1/2" x 14" (Maximum Paper Size)	1	2
3-D2	11" x 17" (Minimum Paper Size)	1	2
3-D3	11" x 17" (Minimum Paper Size)	2	1

3.2.4 Equipment Technical Specifications (Category 1, 2 & 3)

3.2.4.1 Digital Photocopiers and Production Equipment Specifications (Category 1)

The PMT has established the minimum specifications for Category 1 and all Sub-Categories as shown in the table below. **Please utilize the following attachments for Bid Submissions for each sub-category.**

Attachment 1-B: Sub-Category 1-B New Digital Multifunctional Black & White Photocopiers

Attachment 1-C: Sub-Category 1-C New Digital Multifunctional Color Photocopiers

Attachment 1-BP: Sub-Category 1-BP New Digital Black & White Production Photocopiers

Attachment 1-CP: Sub-Category 1-CP New Digital Color Production Photocopiers

The following is a detailed list of **minimum** specifications for Sub-Category 1-B, 1-C, 1-BP and 1-CP. The specifications below **must** be met by each single unit being submitted for evaluations. Multiple/tandem units **cannot** be used to satisfy the minimum requirements for this sub-category.

Photocopiers Minimum Specifications (X = Required)	Category			
	1-B B&W	1-C Color	1-BP B&W Prod	1-CP Color Prod
Photocopier Features				
Reduction/Enlargement	X	X	X	X
Automatic Duplexing	X	X	X	X
Original Size 11 x 17	X	X	X	X
Output Size 8.5 x 11 and 8.5 x 14	X	X	X	X
Output Size 11 x 17	-	-	X	X
6-month warranty	X	X	X	X
ESP QC Power Protection Filter or equal	X	X	X	X
Energy Star Compliant (unless the Energy Star specification excludes such product)	X	X	X	X
Finisher with Staple Functions	X	X	X	X
Reverse Auto Document Feed	X	X	X	X
Paper Trays Standard (Qty 2, not to include bypass tray)	X	X	X	X
Paper Capacity (1K)	X	X	-	-
Paper Capacity (4K)	-	-	X	X
Separate Meters for Black & White Copies and Color copies	-	X	-	X
Console or Cabinet, if required	X	X	-	-
Copy Output resolution 600 x 600 dpi	X	X	X	X
Network/System				
Able to be networked	X	X	X	X
Network Interface: Standard Ethernet	X	X	X	X
Network Print Controller Supports: a) Currently supported Microsoft Operating Systems b) Currently supported Apple Operating Systems	X	X	X	X
Network Protocol : TCP/IP	X	X	X	X
Scan to File	X	X	X	X
Memory - 256MB (Cat. 1-B and 1-C), 2GB (Cat. 1-BP and 1-CP)	X	X	X	X
Printout supports PCL (when networked)	X	X	X	X
Printouts PDF, TIFF and PostScript	-	-	X	X
Security				
Data Erase/Overwrite – ability to manually or automatically clear/overwrite	X	X	X	X
Data Security: ability to print with authenticated access protection	X	X	X	X

In addition, the following criteria must be met:

- **Contractor Certification that Equipment is Time Date Functional**

By executing a Contract under this Statewide Contract the Contractor certifies and warrants that the Information Technology for any equipment provided for Outright Purchase, Term Lease or Rental under this Statewide Contract is time date functional. Time date functional compliance means Information Technology that accurately processes date/time data

(including, but not limited to, calculating, comparing, and sequencing) including leap year calculations. Furthermore, time date functionality compliant Information Technology, when used in combination with other Information Technology, shall accurately process date/time data if the other Information Technology properly exchanges date/time data with it. This warranty shall survive the expiration or termination of this Statewide Contract. This warranty is in addition to all other Contractor generated warranties, disclaimers, or remedies to Contractor Programs, Media, and Services.

- **All Supply Yields indicated on the cost sheets for Category 1 equipment must be based upon 12% page coverage.**
- All electrical equipment furnished **must** be UL approved or equivalent.
- Devices shall be equipped with a non-reset copy/page meter.
- Determination of capability/connectivity shall be the responsibility of both the Contractor and the Eligible Entity.
- Warranties and service contracts **must not** preclude the use of recycled paper and/or the use of generic and/or remanufactured supplies under this contract. Contractors **may not** fault the use of such recycled paper and/or supplies for equipment failures unless the process described in section **3.4.13** is followed.
- Contractors are **prohibited** from affixing warning labels to equipment regarding the use of generic supplies and remanufactured supplies. Agents of the equipment Contractor **must not** communicate to any end user that a supply product selected on this contract should not be used, is inconsistent or will cause a problem in any way. Comments based on opinion or conjecture related to the quality or effectiveness of non-OEM supplies **must** be avoided.
- In their submissions, Bidders **must** identify, on all equipment cost sheets, equipment that requires supplies containing so called “smart chips,” any computer code or any other design element that would:
 - Disable the equipment or impair in any way its operation based on elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or any other self-destruct mechanism,
 - Permit access to the equipment to cause disablement or impairment,
 - All Contractors **must** inform Eligible Entities about the above-mentioned equipment features prior to equipment sale. It is **desirable** that all Contractors offer equipment that requires supplies without any impediments for their remanufacturing by third parties,
 - The PMT will educate all Eligible Entities with regards to the “smart chip” technology and the potential negative impact this technology may have on the environment and the total cost of ownership.

3.2.4.2 Facsimile Equipment Specifications (Category 2)

The PMT has established the minimum specifications for Category 2 for Class III Low, Medium, High Volume Facsimile Machines as shown in the table below. Please utilize **Attachments 2-F Class III Facsimile Equipment Cost Sheet** for Bid Submissions for each volume level.

Facsimile Minimum Specifications	2-F
(X = Required)	
Recycled Plain Paper Printing System: LED. or Laser	X
Memory – 1MB (Low), 4MB (Medium), 6MB (High)	X
Modem Speed: 33.6 kbps	X
Coding/Data Compressions: MH, MR, MMR (Low/Medium/High) JBIG (High only)	X

Scan Resolutions: Standard Lines Per Inch : 203 x 98 Fine Lines Per Inch: 203 x 196 Extra(Super)Fine Lines Per Inch: 203 x 392	X
Output Resolution: 300 x 300 dpi (Low) 400 x 400 dpi (Medium) 600 x 600 dpi (High)	X
Automatic Document Feeder: 30 Pages (Low and Medium) 50 Pages (High)	X
Recycled Paper Capacity: 150 Sheets Letter & or Legal Size (Low) 250 Sheets Letter & or Legal Size (Medium) 500 Sheets Letter & or Legal Size (High)	X
Quick Scan: 5 Seconds (Low and Medium) 2 Seconds (High)	X
Broadcasting : 100 Locations (Low/Medium) 200 Locations (High)	X
256 Gray Scale	X
Speed Dial	X
Redial: 2 Redials (Low and Medium) 3 Redials (High)	X
Group Dialing: 5 Groups	X
Time Date Stamp	X
Energy Star Compliant	X

In addition, the following criteria **must be met**:

- **All Supply Yields indicated on the cost sheets for Category 2 Equipment must be based upon 10% page coverage.**
- All electrical equipment furnished **must** be UL approved or equivalent.
- Devices shall be equipped with a non-reset copy/page meter.
- Determination of capability/connectivity shall be the responsibility of both the Contractor and the Eligible Entity.
- Warranties and service contracts **must not** preclude the use of recycled paper and/or the use of generic and/or remanufactured supplies under this contract. Contractors **may not** fault the use of such recycled paper and/or supplies for equipment failures unless the process described in **Section 3.4.13** is followed.
- Contractors are **prohibited** from affixing warning labels to equipment regarding the use of generic supplies and remanufactured supplies. Agents of the equipment Contractor **must not** communicate to any end user that a supply product selected on this contract should not be used, is inconsistent or will cause a problem in any way. Comments based on opinion or conjecture related to the quality or effectiveness of non-OEM supplies **must** be avoided.

- In their submissions, Bidders **must** identify, on all equipment cost sheets, equipment that requires supplies containing so called “smart chips,” any computer code or any other design element that would:
 - 1) Disable the equipment or impair in any way its operation based on elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or any other self-destruct mechanism; or
 - 2) Permit access to the equipment to cause disablement or impairment.
- All Contractors **must** inform Eligible Entities about the above-mentioned equipment features prior to equipment sale.
- It is **desirable** that all Contractors offer equipment that requires supplies without any impediments for their remanufacturing by third parties.

3.2.4.3 Digital Duplicating Equipment Specifications (Category 3)

The PMT has established the minimum specifications for Category 3, as shown in the table below. Please utilize Attachment 3-D for Bid Submission.

Digital Duplicators Minimum Specifications (X=Required)	Category 3		
	SubCat. 3-D1 Max 8.5 x 14/ 1 Color/Pass	Sub-Cat. 3-D2 Min 11 x 17/ 1 Color/Pass	Sub-Cat. 3-D3 Min 11 x17/ 2 Colors/Pass
Resolution – 300 x 300 DPI	X	X	X
Printing Speed – 60 copies per minute	X	X	X
Image area – Letter and Legal Size	X	X	X
Paper Weight Range – 13 lbs to 110 lbs	X	X	X
Paper Tray – 1000 sheets	X	X	X
Automatic Master Disposal	X	X	X
Original Size 8-1/2” x 14”	X	X	X
Original Size 11 x 17		X	X
Output Size 8.5 x 11 and 8.5 x 14	X	X	X
Output Size 11 x 17		X	X
Image Shifting Controls – Side to Side, top to bottom adjustments	X	X	X
Imaging Process – Scanning, creating a master and producing a copy	X	X	X
12-month warranty	X	X	X
ESP QC Power Protection Filter or equal	X	X	X
Energy Star Compliant	X	X	X

In addition, the following criteria **must be met**:

- All electrical equipment furnished must be UL approved or equivalent.
- If the Eligible Entity does not need the ESP QC Power Protection Filter or Equal, the Eligible Entity is not required to purchase ESP QC Power Protection Filter or equal.
- Master Impressions – minimum 200 master cuts per roll.
- Devices shall be equipped with a non-reset copy/page meter.

- Determination of capability/connectivity shall be the responsibility of both the Contractor and the Eligible Entity.
- Warranties and service contracts **must not** preclude the use of recycled paper and/or the use of remanufactured supplies under this contract. Service Contractors may not fault the use of such recycled paper and/or supplies for equipment failures, as long as these products are on contract with the Commonwealth.
- Contractors are **prohibited** from affixing warning labels to equipment regarding the use of generic supplies. Agents of the Equipment Contractor may not communicate to any end user that a supply product selected on this contract should not be used, is inconsistent or will cause a problem in any way. Comments based on opinion or conjecture related to the quality or effectiveness of non OEM supplies must be completely avoided.

3.2.5 Maintenance Parts Obsolescence (Category 1, 2 & 3)

Manufacturers directly or through the designated authorized dealer must guarantee the availability of parts for all models proposed for a minimum period of seven (7) years from the last date of manufacture.

3.2.6 Performance specifications, durability, disclosures and recalls

All equipment and supplies available under this contract must perform to the manufacturer's specifications. If there are any recalls for any piece of equipment or supplies during the term of the contract the OSD Contract Manager and Eligible Entities must be notified in writing.

3.2.7 Approvals and standards (UL, ADA, ASTM)

The following links as of the release of this Request for Response are the most current approved industry standards for equipment and services. All equipment and quality of services must meet the minimum standards listed below that are appropriate during the term of the contract.

- Awarded Bidders product with electrical components must meet all appropriate current and future Underwriters Laboratories Inc. specifications. Bidders **must** submit a statement from the manufacturer stating the product offered meets or exceeds set standards and will maintain all appropriate U.L. standards for the term of the contract along with the UL/CSA standards.
- American With Disabilities Act (ADA) Standards The bidder must identify product sampling within the manufacturer's catalog that meets the ADA requirements on the appropriate cost sheet attachment(s).
- ASTM International, originally known as the American Society for Testing and Materials (ASTM) <http://www.astm.org/>

3.2.8 Design and Pre-Installation requirements

The Eligible Entity and Contractor must discuss and confirm in writing if there is a need for any type of special site preparation prior to accepting a purchase order. (e.g. electrical outlet, dedicated line for proper performance, ventilation, space requirements for equipment and service)

It will be the Contractor's responsibility, prior to accepting an order, to survey and review the particular installation location to ensure the existing proposed location meets the manufacturer's established installation criteria. If special installation is required, such as but not limited to rigging, the Contractor and Eligible Entity must negotiate and agree on a cost for the special installation and note it on the equipment confirmation form prior to releasing a purchase order.

Contractors not familiar with any location are strongly advised to personally view those locations prior to accepting an order. A lack of familiarity with a delivery location will in no way relieve a Contractor from its responsibility to fulfill its contractual obligations.

In the event that a mutually agreeable location for the equipment, meeting the manufacturer's established installation criteria, is not available, the Contractor must not accept a purchase order.

3.2.9 Equipment Installation

All equipment prices must include delivery and installation statewide. The Contractor must coordinate the delivery of **both** their equipment and related start up supplies necessary to operate the equipment, to arrive simultaneously or within a mutually agreed upon time frame. All start up supplies must be labeled as "Start Up Supplies" and reference the eligible entity's purchase order number.

Contractor must affix a label or a decal to the equipment at the time of installation showing warranty period by dates, and the name, address, and telephone number of the OEM or Authorized Dealer responsible for warranty service of the equipment. The label should also identify the Model Number and the serial number/machine id number and be legible.

All equipment sold in this category must be delivered and installed with the EnergyStar or similar power management features enabled. All equipment with duplexing capabilities must be delivered and installed with duplexing set as the default mode.

For facsimiles, if an Eligible Entity does not need installation services from the Contractor then the Eligible Entity will be responsible to install the equipment. The Eligible Entity **must** indicate on the equipment confirmation form if installation is not required upon delivery.

3.2.10 Post-installation

The Contractor is responsible to ensure that the location where equipment was installed is cleared of any materials utilized for packing or shipping, and that such materials are recycled by the Contractor per the requirements in this RFR, unless mutually agreed upon by the Contractor and Eligible Entity.

3.2.11 Operating Manual

Manufacturer's operating manual(s) should be provided with delivery of equipment at no charge (one with delivery of machine and one, if requested, at a later date)

3.2.12 Training & Technical Support Services

Categories 1, 2 & 3 - Equipment

Upon delivery and installation of specified equipment, Contractors and/or authorized dealer must agree to provide training to personnel designated by the Eligible Entity. Operational Training must be provided to the designated personnel within an Eligible Entity until the personnel are able to operate the equipment independently. The amount of training is determined by the complexity of the equipment purchased or leased by the Eligible Entity.

The Contractor **must** agree to maintain a toll-free technical support telephone line. The telephone line shall be accessible to Eligible Entity personnel who need to obtain competent technical assistance regarding the installation or operation of the Contractors equipment.

Any such training performed upon delivery or at any point throughout the duration of the contract must also include information on all environmental features of each item, including but not limited to: energy efficiency modes and their operation, double sided copying operations and double sided default

programming, extent to which any supplies and other packaging may be for recycling, remanufacturing, and the environmental and economic benefits of these features. It is desirable that Bidders develop a fact sheet and/or brochure to leave with Eligible Entities concerning these environmental and other training issues.

Categories 4 & 5 – Service and Supplies

Upon delivery of specified supplies and or maintenance of equipment, Contractors and/or authorized dealer **must** agree to provide, if requested, training to personnel designated by the Eligible Entity.

Any education and training conducted by the Contractor **must** include information on all environmental features of each item. The education and training **must** include but not limited to: efficient use of supplies, draft printing, extent to which any supplies and/or packaging may be returned for recycling, remanufacturing and the environmental and economic benefits of these features. It is **desirable** that Bidders develop a fact sheet and/or brochure to leave with Eligible Entities concerning these environmental and other training issues.

3.2.13 Service Maintenance for Purchased or Term Lease Equipment (Category 1)

The Bidder **must** offer **Plan A, B & C Service Maintenance** options as detailed on each cost sheet. All Maintenance Plan cost must include all materials necessary to repair and maintain equipment as detailed below. Transportation and travel costs will not be reimbursed by the Eligible Entity.

The Contractor **must** respond within **two (2) hours** after it receives written or oral notice of a service call for a breakdown in the equipment.

The Contractor **must** send a service technician to repair the equipment within **four (4) hours** of the service call and **must** repair the Equipment on the same business day if the call is placed before 1:00 P.M. E.S.T. or provide replacement parts for the Equipment by the next business day, regardless of geographic location. All return service calls and onsite responses shall be made during Eligible Entity business hours unless otherwise specified by the Eligible Entity.

Standard business hours are 8:00 A.M. to 5:00 P.M. E.S.T. Monday through Friday. After Hour Service (after 5:01 P.M. E.S.T. Monday-Friday, Weekends and Holidays).

Drum replacement, developer, toner waste units or any items that need to be maintained by a service technician are to be included and considered part of the full service maintenance plan, and must be replaced at no charge to the Eligible Entity. Routine consumable supplies shall be billed separately from service maintenance payments.

If the equipment includes licensed software, the Contractor shall provide software support. All payments for maintenance service will be made to the Contractor.

- **Meter Credits** - Contractors will have available an operational meter credit arrangement, to allow for machine malfunctions and to compensate for extra meter clicks when service technicians make test copies in servicing or repairing the machine. This provision is not intended to cover defects in copy quality, which are the result of operator errors (e.g. incorrect paper selection, operation of machine with insufficient toner). The credit must be presented to the Eligible Entity's authorized representative at the time of service.

If the OSD Contract Manager and the PMT receive written complaints of non-compliance with the service requirements then the OSD Contract Manager and the PMT reserve the right to negotiate with the

Contractor, a reasonable penalty, based upon the degree of the non-compliance. The following penalties are examples that the OSD Contract Manager and PMT have, at their disposal, to negotiate with the Contractor:

- Written warning to the Contractor with the Contractor providing the Eligible Entity(ies) with an apology letter with an action plan detailed to prevent non-compliance of service.
- Free Service maintenance for the Eligible Entities affected by the poor service response for a period of time and value determined by the OSD Contract Manager and PMT.
- Negotiated financial penalty for recurring incidents of non-performance.
- Free Supplies for the Eligible Entities affected by the poor service response for a period of time and value determined by the OSD Contract Manager and PMT.
- The OSD Contract Manager and PMT reserve the right to make additional awards in a category or sub-category if it is determined that current Contractors are not providing adequate service maintenance as determined by the OSD Contract Manager and PMT.
- The OSD Contract Manager and PMT reserve the right to terminate the contract.

3.2.14 Service Maintenance for Purchased or Term Lease Equipment (Categories 2 & 3)

The Bidder must offer both time (hourly rate) & material costs as well as a yearly costs which includes all materials necessary to repair and maintain equipment for **both 4-Hour and Next Day Service Response Plans** as detailed below. Please indicate all service plan costs on the appropriate cost sheet attachment.

The Contractor **must** respond within two **(2) hours** after it receives written or oral notice of a service call for a breakdown in the equipment. Transportation expenses and travel costs **will not** be reimbursed by the Eligible Entity and for those Eligible Entities who select the time and material maintenance option the "clock" starts when the service technician arrives at the proper location where the equipment is located and in need of service.

If the Eligible Entity selects service, the Eligible Entity may select from one of the following options:

4-Hour Service Response Plan

The Contractor **must** send a qualified service technician to repair the equipment **within four (4) hours** of the service call and must repair the equipment on the same business day if the call is placed before 1:00 P.M. E.S.T. or provide replacement parts for the Equipment by the next business day, regardless of geographic location. All return service calls and on-site responses shall be made during Eligible Entity business hours unless otherwise specified by the Eligible Entity.

Standard business hours are 8:00 A.M. to 5:00 P.M. E.S.T. Monday through Friday. After Hours Service (after 5:01 P.M. E.S.T. Monday through Friday, Weekends and Holidays).

Next Day Service Response Plan

The Contractor **must** send a qualified service technician to repair the equipment within the **next business day** of the service call and provide replacement parts for the Equipment by the following business day, regardless of geographic location. All return service calls and on-site responses shall be made during Eligible Entity business hours unless otherwise specified by the Eligible Entity.

Standard business hours are 8:00 A.M. to 5:00 P.M. E.S.T. Monday through Friday. After Hours Service (after 5:01 P.M. E.S.T. Monday through-Friday, Weekends and Holidays).

Additional Service Requirements for 4-Hour and Next Day Response Plans

Fax drum replacement, developer, toner waste units or any items that need to be maintained by a service technician are to be included and considered part of the full service maintenance plan, and **must** be replaced at no charge to the Eligible Entity. Routine consumable supplies **shall be** billed separately from service payments.

If the OSD Contract Manager and the PMT receive written complaints of non-compliance with the service requirements then the OSD Contract Manager and the PMT reserve the right to negotiate with the Contractor, a reasonable penalty, based upon the degree of the non-compliance. The following penalties are examples that the OSD Contract Manager and PMT have, at their disposal, to negotiate with the Contractor:

- Written warning to the Contractor with the Contractor providing the Eligible Entity(ies) with an apology letter with an action plan detailed to prevent non-compliance of service.
- Free Service maintenance for the Eligible Entities affected by the poor service response for a period of time and value determined by the OSD Contract Manager and PMT.
- Negotiated financial penalty for recurring incidents of non-performance.
- Free Supplies for the Eligible Entities affected by the poor service response for a period of time and value determined by the OSD Contract Manager and PMT.
- The OSD Contract Manager and PMT reserve the right to make additional awards in a category or sub-category if it is determined that current Contractors are not providing adequate service maintenance as determined by the OSD Contract Manager and PMT.
- The OSD Contract Manager and PMT reserve the right to terminate the contract.

3.2.15 Service Maintenance of Rented Equipment

All maintenance, repairs, labor and parts necessary to keep Rented equipment in good working order shall be the responsibility of the Contractor as part of the Rental at no additional expense to the Eligible Entity. If the Rented equipment includes licensed software, the Contractor shall provide software support as specified in this RFR. The Contractor must respond within two (2) hours after it receives written or oral notice of a service call for a breakdown in the equipment.

The Contractor must send a service technician to repair the equipment within four (4) hours of the service call and must repair the Equipment on the same business day if the call is placed before 1:00 P.M. E.S.T. or provide replacement parts for the Equipment by the next business day, regardless of geographic location as described in Section 3.2.12. All return service calls and onsite responses shall be made during Eligible Entity business hours unless otherwise specified by the Eligible Entity.

Standard business hours are 8:00 A.M. to 5:00 P.M. E.S.T. Monday through Friday. After Hour Service (after 5:01 P.M. E.S.T. Monday-Friday, Weekends and Holidays).

Drum replacement, developer, toner waste units or any items that need to be maintained by a service technician are to be included and considered part of the rental, and must be replaced at no charge to the Eligible Entity. Routine consumable supplies shall be billed separately from Rental Payments.

Deductions of rental charges will be made on the basis of 1/30th of the monthly rate for each day the equipment is inoperative after the allowable time for repair or replacement.

3.2.16 Loaner Equipment

Eligible Entities have the option to exercise the request for loaner equipment if the existing equipment necessitates off-site repair. The loaner equipment must be of comparable or better production capability and must be available, delivered, installed and configured for equipment that cannot be repaired on site,

at no extra charge. Delivery, installation, configuration and basic training must be completed within twenty four (24) hours (weekends, Federal & State holidays excluded) from the time a service technician determines that the equipment cannot be repaired on site or at a time mutually agreed upon by the Eligible Entity and Contractor. Loaner equipment shall be provided at no cost, including shipment to customer's location, installation, training and returning of the loaner equipment to the Contractor. Loaners will remain in place until the equipment has been repaired, reinstalled and confirmed operational by the Eligible Entity.

3.2.17 Equipment Performance

In the event that any equipment is inoperative due to equipment failure, through no fault or negligence of the Eligible Entity and the total number of hours of downtime exceeds five percent (5%) of the total productive use of time for three consecutive calendar months, the Eligible Entity reserves the right to require a Contractor to replace the equipment or terminate the order with no termination or removal charges being assessed to the Eligible Entity. The Contractor will be notified in writing of the deficiency. After such notice, the Contractor must remove and replace the defective product(s) within ten (10) business days, at no cost to the Eligible Entity. Failure to respond in good faith may result in termination of the contract.

The effectiveness level for any equipment is computed by the formula: subtract the total number of downtime hours divided by the total productive time in the month. Total productive time shall be computed by multiplying 8 hours per day by the number of business days in the month (weekends, Federal and State Holidays excluded). Bidder shall supply a complete repair history on an as needed basis to the Commonwealth Eligible Entity using the equipment.

The Contractor shall grant a credit to the Eligible Entity for any equipment, which fails to perform at an effectiveness level of ninety five percent (95%) during any month, or out of service for more than three consecutive days. The credit shall be mutually agreed upon by the Eligible Entity and Contractor.

It is understood that equipment failure may not be attributed to the use of recycled paper and/or recycled/remanufactured supplies, as long as those products meet the specifications set by the Commonwealth.

3.2.18 Replacement of Unsatisfactory Equipment

The content of this section has been deleted. Please see 3rd paragraph in section 3.2.17.

3.2.19 Equipment and Contractor Warranties

Contractors must provide a minimum on-site warranty as follows that includes all parts and labor on all equipment on Contract.

- **Digital Multifunctional Photocopiers and Production Equipment (Category 1) – minimum 6 months warranty**
- **Facsimiles (Category 2) – minimum 12 months warranty**
- **Digital Duplicating Equipment (Category 3) – minimum 12 months warranty**

It is highly desirable that Contractors offer a warranty period greater than the minimum at no additional cost. All manufacturer warranties will be passed through and shall be available to the Eligible Entity. A Contractor hereby irrevocably appoints a contracting Eligible Entity its agent and attorney in fact during the Term Lease or Rental Term of every item of equipment, so long as the Eligible Entity shall not be in

default hereunder, for the sole purpose of asserting from time to time whatever claims and rights, including warranties of the Equipment, which the Contractor may have against the manufacturer of the equipment. Rented equipment may be new, used or remanufactured. However, if the rented equipment is used or remanufactured, the rented equipment shall meet all manufacturer's published performance standards, and all other performance standards in this RFR.

3.2.20 Use of the Equipment

Eligible Entities will not install, use, operate or maintain the Purchased, Leased or Rented equipment under this Contract improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Contract. Eligible Entities shall provide all permits and licenses, if any, necessary for the installation, operation and use of the equipment. Where an Eligible Entity is required to or exercises any right that it may have to return any item of equipment under the terms and conditions of this Contract, the Eligible Entity shall return the equipment in a condition which will permit the Contractor to be eligible for the manufacturer's or supplier's standard maintenance contract without incurring any expense to repair or rehabilitate the equipment, normal wear and tear for the term of the Term Lease or Rental is excepted. An Eligible Entity shall keep the equipment acquired under this Contract through Term Lease or Rental free from levies, liens and encumbrances.

3.2.21 Relocation of Equipment

An Eligible Entity will not move or relocate equipment without prior notice to and approval by the Contractor, which shall not be unreasonably withheld. The Contractor and Eligible Entity shall negotiate whether the Eligible Entity or Contractor shall move the equipment, provided however; that the Contractor's approved movement of the equipment by the Eligible Entity shall not void or affect any warranties or other responsibilities of the Contractor under this Contract. The Eligible Entity shall be responsible for any costs for restoring the equipment to its original performance including payments to the Contractor if the Contractor requires performance of on-site installation. The Contractor can not charge an Eligible Entity for costs associated with relocation, reinstallation and confirmation that the equipment is operational if the relocation is located on the Eligible Entities same floor. The Contractor may negotiate with the Eligible Entity for costs associated with relocation of the equipment, reinstallation and confirmation that the equipment is operational for relocation not on the Eligible Entities same floor. The following are some examples of costs that are negotiable between the Eligible Entity and Contractor: special rigging needed for relocation delivery, stairway delivery for a location with no elevator access for relocation. The Eligible Entity shall not be responsible for damage caused by the Contractor during relocation of the equipment by the Contractor and the Contractor shall be responsible for any additional costs associated with restoring the equipment to its original performance. Costs for relocation of equipment must be paid for separately by the Eligible Entity as an additional service cost.

3.2.22 Personal Property, Use and Inspection

All Term Lease or Rented equipment under this Statewide Contract shall at all times be and remain, personal property notwithstanding that the equipment or any part thereof may be, or may hereafter become, in any manner affixed or attached to real property. A Contractor hereby covenants that its agents and assignees will not interfere with all Eligible Entity's use of the equipment during the Term Lease or Rental so long as the Eligible Entity is not in default under a Term Lease or Rental. A Contractor shall have the right by appointment at a reasonable time during business hours to enter into and upon the property of an Eligible Entity for the purpose of inspecting the equipment.

3.2.23 Title, Liability, Risk of Loss and Insurance

An Eligible Entity shall not hold title to equipment under a Term Lease or Rental. The Contractor (and its insurers, if any) shall bear all risk of loss to the equipment. The Contractor shall hold title to all items of

equipment and be fully responsible for the risk of loss and insurance costs for any loss, damage or liability associated with the equipment. The Eligible Entity shall be liable for loss or damage to the equipment due to the negligence of the Eligible Entity, theft by a state employee or for damage due to nuclear reaction, nuclear radiation or radioactive contamination arising out of the use by an Eligible Entity of radioactive materials. The Commonwealth is self-insured and an Eligible Entity shall not be obligated to purchase separate insurance for any Term Lease or Rental. Limitations of liability contained in any documentation submitted by a Bidder or a Contractor under this RFR or under any Term Lease or Rental executed by an Eligible Entity shall be deemed void.

3.2.24 Replacement or Repair of Defective Equipment

The Contractor agrees that all Outright Purchase, Term Lease or Rented Equipment shall be operational and perform in accordance with standard equipment performance specifications and warranties for the equipment.

The Contractor also agrees that since the equipment purchased, Leased or Rented is essential for Eligible Entity operations, that neither an Eligible Entity nor the Commonwealth will have any obligation to continue to pay Term Lease or Rental payments for defective Equipment that can not be repaired or replaced by the Contractor within the required periods outlined in this RFR.

Contractors shall repair any defective equipment in accordance with standard performance specifications and warranties for that equipment. Contractors shall be responsible for all repair and equipment defects and failures during the term of the Term Lease or Rental. In addition to this coverage, all equipment shall be covered by the manufacturer's standard warranties for that equipment. If the equipment cannot be repaired within the required periods outlined in this RFR, the Contractor shall immediately replace the equipment with identical or comparable equipment. The Contractor shall be responsible for all transportation, shipping, delivery, installation costs and other costs associated with the replacement of defective equipment. The Contractor may not charge a fee, penalty or increase the Term Lease or Rental payments for replacement of defective equipment with identical or comparable equipment. If the equipment replacement must be different equipment due to a defect in the model of the original equipment, then it is the responsibility of the Contractor to honor the original Term Lease, Rental or Purchase cost of the original equipment. The Contractor is required to deliver the "Startup" Supplies defined in this RFR as well as provide a credit and pick-up for the supplies purchased for the prior defective equipment.

If the Contractor is unable to provide identical or comparable replacement equipment for the defective equipment within a reasonable time, the Eligible Entity may terminate the Term Lease or Rental and negotiate the Term Lease or Rental of Equipment from another Contractor. The Contractor shall be obligated to remove the defective equipment at no cost to the Eligible Entity. The Contractor may not penalize the Eligible Entity, accelerate Term Lease or Rental payments or make any additional charges for the termination of a Term Lease or Rental of defective equipment that cannot be repaired or replaced by the Contractor.

Equivalent loaner equipment of comparable or better production capability must be available, delivered, installed and configured for equipment that cannot be repaired on site, at no extra charge. Delivery, installation, configuration and basic training must be completed within twenty four (24) hours (weekends, Federal and State holidays excluded) from the time a service technician determines that the equipment cannot be repaired on site. Loaners will remain in place until the equipment has been repaired, reinstalled and confirmed operational by the Eligible Entity. Loaner Equipment shall be provided at no cost including shipment to customer's location, installation, training, start up supplies and returning of loaner equipment to the Contractor.

Any equipment that is removed or replaced must be in compliance with Executive Order 504 at no additional charge to the Eligible Entity. In the event the machine is being replaced, then the End of Life form must be completed for the piece of equipment being removed/replaced.

3.2.24.1 Upgrade or Replacement of Non-Defective Equipment During Period of Term Lease or Rental

During the period of a Term Lease or Rental, an Eligible Entity and the Contractor may negotiate an upgrade to or replacement of equipment with a newer model, higher performance or equipment better suited to the Eligible Entity's business needs. The Eligible Entity shall not be charged any penalties, an acceleration of Term Lease or Rental fees, or other charges for a negotiated upgrade or replacement of contract equipment. If there is a balance on the term lease or rental of the current equipment prior to an upgrade or replacement request, the Eligible Entity and the Contractor must negotiate the "buyout" cost that would be incorporated in the term lease or rental payment of the upgrade or replacement equipment. Return of unused supplies as a result of this buyout must be negotiated between the Eligible Entity and the appropriate Contractor.

Proposed buyouts of a Term Lease with more than 6 months remaining on the lease must be reviewed by the PMT prior to the buyout.

If buyout costs are agreed to by all parties, the buyout cost must then be detailed on the Equipment Confirmation Form prior to acceptance. The removal of the existing equipment and the delivery of the upgrade or replacement equipment will be at no charge to the Eligible Entity.

The Eligible Entity and the Contractor may not negotiate (even if requested by an Eligible Entity), as part of a Term Lease or Rental, for an "option" for an upgrade or replacement which requires the Eligible Entity to pay a higher Term Lease or Rental price or a premium for the availability of the "option" during the Term Lease or Rental Term than the Eligible Entity would have paid without the option. Failure of the Contractor to adhere to this requirement shall be considered a material breach and the current Contractor shall be required to reimburse to the Eligible Entity or the Commonwealth any amounts paid for such an option that exceeded the amount of the Term Lease or Rental payments without such an option.

3.2.25 Modification or Alteration of Equipment by Eligible Entity

Upon prior written approval of the Contractor, an Eligible Entity shall have the right at its own cost and expense (which may be included under the Term Lease or Rental) of making additions, modifications or improvements to the equipment which will be included under the terms of the Term Lease or Rental as part of the equipment, provided, however that:

- such remodeling, additions, modifications or improvements shall not in anyway damage the equipment, cause the equipment to be used for purposes other than those authorized under the constitutional provisions and laws applicable to Eligible Entity, or adversely affect the Contractor's title to, or the validity or perfection of any security interest of the Contractor in, the Equipment; and
- the equipment, as improved (or altered upon completion of remodeling, additions or modifications made) shall be of a value not less than the value of the equipment immediately prior to the remodeling or the making of such additions, modifications or improvements; and
- an Eligible Entity may not permit any mechanic's or other lien to be established or remain against the equipment for labor or materials furnished in connection with any remodeling, substitutions, additions, modifications or improvements so made by Eligible Entity or for any other reason without the Contractor's prior written consent; and

- the equipment warranties on the original equipment must remain valid and;
- the Eligible Entity and Contractor shall renegotiate any modifications to the Term Lease or Rental payment amounts to reflect the additions, modifications or improvements.

3.2.26 Prohibition of Term Lease Renewals and Return of Equipment at End of Term

At the termination of a Term Lease the Term Lease may not be renewed or otherwise extended under its original terms and rates. In the rare event that a Term Lease needs to be extended for any reason, the Contractor and Eligible Entity must renegotiate a short term, Term Lease that reflects the depreciated value of the equipment. A Contractor's renewal of a Term Lease, even at the request of an Eligible Entity, without re-negotiation and reduction of the Term Lease price shall be considered a material breach by the Contractor and the Contractor shall be obligated to reimburse the Commonwealth for all Term Lease payment amounts made by an Eligible Entity which exceed the amounts that would have been charged under a re-negotiated and reduced Term Lease. It is presumed that all Term Leases negotiated under this RFR are temporary and that all Leased equipment will be returned at the end of the Term Lease. It is the responsibility of the Eligible Entity to schedule the return of the equipment and it is the Contractor's responsibility to pick-up the equipment within 10 business days of the scheduled return at no cost to the Eligible Entity. If the equipment is not picked-up within 10 business days of the scheduled return, a charge of **\$50 per business day per unit** will be assessed upon the Contractor for each day the equipment remains on the Eligible Entity's premises, which the Eligible Entity may deduct from any outstanding charges or collect if no outstanding charges exist.

3.2.27 Prohibition of Rental Renewals and Return of Equipment at End of Term

At the termination of a Rental Term which has run a maximum of six (6) total accrued months, that Rental may not be renewed or otherwise extended under its original terms and rates. In the rare event that a Rental Term needs to be extended for any reason, the Contractor and Eligible Entity must renegotiate the Rental as a short term, Term Lease which reflects the value of the equipment, and which represents a reduced rate as compared to the Rental rate. A Contractor's renewal of a Rental Term past the maximum of six (6) total accrued months, even at the request of an Eligible Entity, without re-negotiation and reduction of the Rental price to a short-term Term Lease price shall be considered a material breach by the Contractor and the Contractor shall be obligated to reimburse the Eligible Entity for all Rental payment amounts made by an Eligible Entity which exceed the amounts that would have been charged under a re-negotiated short term, Term Lease. It is presumed that Rentals negotiated under this RFR are temporary and that all rented equipment will be returned to the Contractor at the end of the Rental Term. . It is the responsibility of the Eligible Entity to schedule the return of the equipment and it is the Contractor's responsibility to pick-up the equipment within 10 business days of the scheduled return at no cost to the Eligible Entity. If the equipment is not picked-up within 10 business days of the scheduled return, a charge of **\$50 per business day per unit** will be assessed upon the Contractor for each day the equipment remains on the Eligible Entity's premises, which the Eligible Entity may deduct from any outstanding charges or collect if no outstanding charges exist.

3.2.28 Outright Purchase of Term Lease Equipment at End of Term Lease

It is presumed that all Term Lease negotiated under this RFR are temporary and that all Term Leased equipment will be returned to the Contractor at the end of the Term Lease. Early buy-out or purchase options during the period of the Term Lease may not be negotiated as part of any Term Lease. However, in the rare event the Eligible Entity wishes to purchase the equipment during the Term Lease, or at the end of the Term Lease, instead of returning the equipment, the Contractor and Eligible Entity may negotiate the fair market value of the equipment at the time of purchase. The Eligible Entity shall not be

obligated to pay any additional Term Lease payments, fees, acceleration of payments, penalties or other charges in addition to the fair market value of the equipment.

3.2.29 Trade-In Policy

The Commonwealth reserves the right to offer used equipment as a discount trade for the purpose of decreasing the purchase and/or lease costs in accordance with values in effect at the time of trade-in to the extent allowed by the surplus property regulations. Bidders must submit used equipment trade-in values with the semi-annual report. Trade-ins are for fair market value. All trade-in equipment will be on an "as is basis," and there will be no guarantee as to its condition or should any be inferred. All trade-in equipment must be picked up by the Contractor at the location indicated by the Eligible Entity and must be removed at no cost to the Eligible Entity within 10 business days from acceptance of the new equipment.

3.2.30 Appropriation/Funding of Term Lease or Rental Payments

Appropriation/Funding for expenditures by Eligible Entities of the Commonwealth, and authorizations to spend for particular purposes, are made on a fiscal year basis. The fiscal year of the Commonwealth is a twelve-month period ending June 30th of each year. The obligations of the Eligible Entities under this Term Lease or Rental for each and every fiscal year following the fiscal year in which a Term Lease or Rental is executed are subject to the appropriation to the Eligible Entities of funds sufficient to discharge the Eligible Entities' obligations which accrue in that fiscal year, and authorization to spend such funds for the purposes of the Term Lease or Rental. The Commonwealth will not be obligated to appropriate funds for payment of Term Lease or Rental payments.

An Eligible Entity seeking to terminate a Term Lease due to non-appropriation is required to notify the Contractor with written notice in a timely manner detailing the funding situation. The following are some points the Eligible Entity may want to address within the written notice to the Contractor:

- Eligible Entity has exhausted all funds legally available from other sources for the payment of all or Term Lease Payments with respect to such equipment;
- Eligible Entity properly and in a timely manner requested sufficient funds to satisfy the obligation due under the Term Lease with respect to such equipment in the fiscal period for which funds were not appropriated and Eligible Entity diligently pursued and exercised best efforts to obtain such funds from the governing body which controls such appropriation;
- Funds have not been budgeted or appropriated to Eligible Entity and funds will not be extended by Eligible Entity during the first fiscal period following an event of non-appropriation for which funds have not been appropriated hereunder to Term Lease or otherwise acquire equipment or services performing functions similar to that of the terminated equipment.

Upon occurrence of such non-appropriation, and the satisfaction of all of the conditions to Eligible Entities right of termination, including written notice of termination, an Eligible Entity shall not be obligated to make payment of any Term Lease Payments with respect to the terminated equipment through any fiscal period for which funds have not been so appropriated.

An Eligible Entity agrees to make reasonable efforts to obtain funding and all necessary authorizations, and to notify the Contractor promptly when it appears certain these will not be obtained. An Eligible Entities obligation under a Term Lease or Rental is severable and the cancellation of an Eligible Entities obligations under a particular Term Lease or Rental due to non-appropriation shall not affect the obligations of the remaining Eligible Entities, nor will such cancellation affect such Eligible Entities obligations under any other Term Lease or Rentals to which it is a party.

It is the responsibility of the Eligible Entity to schedule the return of the equipment and it is the Contractor's responsibility to pick-up the equipment within 10 business days of the scheduled return at no cost to the Eligible Entity. If the equipment is not picked-up within 10 business days of the scheduled return, a charge of **\$50 per business day per unit** will be assessed upon the Contractor for each day the equipment remains on the Eligible Entity's premises, which the Eligible Entity may deduct from any outstanding charges or collect if no outstanding charges exist.

Note: The intercept by the Commonwealth of any Contractor Term Lease or Rental payment(s), timely issued by an Eligible Entity, to reimburse the Commonwealth for an outstanding debt of the Contractor to the Commonwealth shall not be deemed or considered a default by the Eligible Entity under a Term Lease or Rental.

3.2.31 Term Lease or Rental Obligations Not a Debt

A Contractor and an Eligible Entity understand and intend that the obligation of the Eligible Entity to make Term Lease or Rental payments shall constitute a current expense from lawfully appropriated funds or other legally available funds and shall not in any way be construed to be a debt of the Eligible Entity or the Commonwealth in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Eligible Entities, nor shall anything contained herein constitute a pledge of tax revenues or funds of the Eligible Entity or the Commonwealth.

3.2.32 Early Termination of Term Lease or Rental

The term for a Term Lease or Rental shall terminate upon the earliest of the following events:

- Full payment of all Term Lease or Rental payments. Following the termination of a Term Lease or Rental an Eligible Entity shall make arrangements to have the equipment returned to the Contractor at no cost to the Eligible Entity, or in the alternative negotiate an outright purchase of the equipment at a negotiated fair market value price as a separate transaction from the Term Lease or Rental. The Eligible Entity shall not be charged any penalties, an acceleration of Term Lease or Rental fees, or other charges for early payoff/full payment of the Term Lease or Rental.
- A default by the Eligible Entity or the Contractor and a decision by the other party to terminate the Term Lease or Rental.
- Termination by the Commonwealth as provided in the Commonwealth's Terms and Conditions.
- It is the responsibility of the Eligible Entity to schedule the return of the Term Leased or Rental equipment and it is the Contractor's responsibility to pick-up the equipment within 10 business days of the scheduled return at no cost to the Eligible Entity. If the equipment is not picked-up within 10 business days of the scheduled return, a charge of **\$50 per business day per unit** will be assessed upon the Contractor for each day the equipment remains on the Eligible Entity's premises, which the Eligible Entity may deduct from any outstanding charges or collect if no outstanding charges exist.

3.2.33 Conditions for Eligible Entities Early Termination of Rental

It is presumed under this Statewide Contract that Rentals of equipment shall be made on a monthly basis and can be cancelled at will, without penalty, by an Eligible Entity upon proper notice to the Contractor. An Eligible Entity may terminate a Rental without cause prior to the scheduled end of the Rental Term by providing prior written notice of at least fifteen (15) calendar days to the Contractor. The notice shall specify the date that the Contractor can remove the equipment during normal business hours or a timeframe mutually agreed upon by the Eligible Entity and Contractor. The Eligible Entity shall be responsible for all rental payments prior to the pick-up date specified in the notice for equipment removal.

It is the responsibility of the Eligible Entity to schedule the return of the equipment and it is the Contractor's responsibility to pick-up the equipment within 10 business days of the scheduled return at no cost to the Eligible Entity. If the equipment is not picked-up within 10 business days of the scheduled return, a charge of **\$50 per business day per unit** will be assessed upon the Contractor for each day the equipment remains on the Eligible Entity's premises, which the Eligible Entity may deduct from any outstanding charges or collect if no outstanding charges exist.

3.2.34 Replacement of Equipment After A Default

In the event an Eligible Entity defaults under a Term Lease or Rental and returns the equipment to the Contractor, the Eligible Entity shall not be prohibited from acquiring the same or similar equipment from another Contractor during the period of the former Term Lease or Rental agreement. It is recommended that the Eligible Entity offer the opportunity to the Contractor, for which they defaulted, the first opportunity to present a more cost effective equipment option.

3.2.35 No Credit Application

The Commonwealth Eligible Entity's, for credit ratings related to Term Lease or Rental under this Contract, will make no application, nor may a Contractor seek such ratings from the Commonwealth Eligible Entities.

3.2.36 Securitization

A Contractor may not sell the note for any Term Lease or Rental agreement but may borrow against the value of the note during the term lease or rental period as long as it does not effect the status of the note during the Term Lease or Rental period.

3.2.37 Assignability

The Contractor may assign its payment interests in a Term Lease or Rental, with prior approval from the OSD Contract Manager and PMT, but may not assign its duties, responsibilities or liabilities under a Term Lease or Rental. The Contractor agrees that any assignment of interest will be limited so that it does not constitute a public offering. Regardless of any such assignment, the Contractor will continue to act as principal with regard to carrying out all responsibilities and duties under the contract. Upon prior approval of the Contractor, which shall not be unreasonably withheld, an Eligible Entity may assign the equipment and its duties under a Term Lease or Rental to another Eligible Entity, provided the assignee Eligible Entity can demonstrate that it can assume all the duties and fiscal responsibilities under the Term Lease or Rental and the Eligible Entities execute the necessary documentation to transfer the equipment and Term Lease or Rental obligations and payments.

3.2.38 Security Interest in Equipment

In addition to title in the equipment that is held by the Contractor until all payments are made by an Eligible Entity, the Eligible Entity grants to the Contractor the ability to purchase security interest in the equipment and any additions, attachments or improvements. An Eligible Entity shall execute such additional documentation to establish and maintain the Contractor's security interest in the equipment provided such documentation has received prior review and approval by the OSD Contract Manager and PMT.

3.2.39 End of Life Data Security Requirements

At the end of a lease, rental, or when the equipment is being relocated to another eligible entity/location, the current entity will notify the Contractor using the End of Life form to determine what steps are necessary prior to the equipment leaving the entity's control. The End of Life form will be developed before the start of the contract. The OSD Contract Manager and PMT reserve the right to revise the End of Life form at any time over the life of the contract.

Any equipment leaving the entity's control must be in compliance with Executive Order 504.

3.2.40 License Agreements and Service Agreements

All software license agreement terms that conflict with the Commonwealth of Massachusetts Terms and Conditions will be considered null and void for all Eligible Entities utilizing all Categories and Sub-Categories of this contract.

3.3 Service Specifications

3.3.1 Service Maintenance of Category 1 Equipment (Category 1 Maintenance and Category 4-1(x) New and Predecessor Service for Digital Photocopiers/Production Equipment)

The Bidder **must** offer **Plan A, B & C Service Maintenance** options as detailed on each cost sheet. All Maintenance Plan cost must include all materials necessary to repair and maintain equipment as detailed below. Transportation and travel costs will not be reimbursed by the Eligible Entity.

The Contractor **must** respond within **two (2) hours** after it receives written or oral notice of a service call for a breakdown in the equipment.

The Contractor **must** send a service technician to repair the equipment within **four (4) hours** of the service call and **must** repair the Equipment on the same business day if the call is placed before 1:00 P.M. E.S.T. or provide replacement parts for the Equipment by the next business day, regardless of geographic location. All return service calls and onsite responses shall be made during Eligible Entity business hours unless otherwise specified by the Eligible Entity.

Standard business hours are 8:00 A.M. to 5:00 P.M. E.S.T. Monday through Friday. After Hour Service (after 5:01 P.M. E.S.T. Monday-Friday, Weekends and Holidays).

Drum replacement, developer, toner waste units or any items that needs to be maintained or installed by a service technician are to be included and considered part of the full service maintenance plan, and must be replaced at no charge to the Eligible Entity. Routine consumable supplies shall be billed separately from service maintenance payments.

If the equipment includes licensed software, the Contractor shall provide software support. All payments for maintenance service will be made to the Contractor.

- **Meter Credits** - Contractors will have available an operational meter credit arrangement, to allow for machine malfunctions and to compensate for extra meter clicks when service technicians make test copies in servicing or repairing the machine. This provision is not intended to cover defects in copy quality, which are the result of operator errors (e.g. incorrect paper selection, operation of machine with insufficient toner). The credit must be presented to the Eligible Entity's authorized representative at the time of service.

If the OSD Contract Manager and the PMT receive written complaints of non-compliance with the service requirements then the OSD Contract Manager and the PMT reserve the right to negotiate with the Contractor, a reasonable penalty, based upon the degree of the non-compliance. The following penalties are examples that the OSD Contract Manager and PMT have, at their disposal, to negotiate with the Contractor:

- Written warning to the Contractor with the Contractor providing the Eligible Entity(ies) with an apology letter with an action plan detailed to prevent non-compliance of service.
- Free Service maintenance for the Eligible Entities affected by the poor service response for a period of time and value determined by the OSD Contract Manager and PMT.
- Negotiated financial penalty for recurring incidents of non-performance.
- Free Supplies for the Eligible Entities affected by the poor service response for a period of time and value determined by the OSD Contract Manager and PMT.
- The OSD Contract Manager and PMT reserve the right to make additional awards in a category or sub-category if it is determined that current Contractors are not providing adequate service maintenance as determined by the OSD Contract Manager and PMT.
- The OSD Contract Manager and PMT reserve the right to terminate the contract.

Electronic Equipment Emissions

Bidders must also provide regular servicing of the equipment that includes charging electrodes, activating and/or replacing carbon filters and any other maintenance operations as described in the product technical requirements to ensure compliance with the emission standard above.

3.3.2 Service Maintenance of Category 2 and Category 3 Equipment (Categories 4-2(x) and 4-3(x): New and Predecessor Service for Facsimiles and Digital Duplicators)

The Bidder must offer both time (hourly rate) & material costs as well as a yearly costs which includes all materials necessary to repair and maintain equipment for both 4-Hour and Next Day Service Response Plans as detailed below. Please indicate all service plan costs on the appropriate cost sheet attachment.

The Contractor **must** respond within two **(2) hours** after it receives written or oral notice of a service call for a breakdown in the equipment. Transportation expenses **will not** be reimbursed by the Eligible Entity and for those Eligible Entities who select the time and material maintenance option the "clock" starts when the service technician arrives at the proper location where the equipment is located and in need of service.

If the Eligible Entity selects service, the Eligible Entity may select from one of the following options:

4-Hour Service Response Plan

The Contractor must send a qualified service technician to repair the equipment **within four (4) hours** of the service call and must repair the equipment on the same business day if the call is placed before 1:00 P.M. E.S.T. or provide replacement parts for the Equipment by the next business day, regardless of geographic location. All return service calls and on-site responses shall be made during Eligible Entity business hours unless otherwise specified by the Eligible Entity.

Standard business hours are 8:00 A.M. to 5:00 P.M. E.S.T. Monday through Friday. After Hours Service (after 5:01 P.M. E.S.T. Monday through Friday, Weekends and Holidays).

Next Day Service Response Plan

The Contractor **must** send a qualified service technician to repair the equipment within the **next business day** of the service call and provide replacement parts for the Equipment by the following business day, regardless of geographic location. All return service calls and on-site responses shall be made during Eligible Entity business hours unless otherwise specified by the Eligible Entity.

Standard business hours are 8:00 A.M. to 5:00 P.M. E.S.T. Monday through Friday. After Hours Service (after 5:01 P.M. E.S.T. Monday through-Friday, Weekends and Holidays).

Additional Service Requirements for 4-Hour and Next Day Response Plans

Drum replacement, developer, toner waste units or any items that need to be maintained or installed by a service technician are to be included and considered part of the full service maintenance plan, and **must** be replaced at no charge to the Eligible Entity. Routine consumable supplies **shall be** billed separately from service payments.

If the OSD Contract Manager and the PMT receive written complaints of non-compliance with the service requirements then the OSD Contract Manager and the PMT reserve the right to negotiate with the Contractor, a reasonable penalty, based upon the degree of the non-compliance. The following penalties are examples that the OSD Contract Manager and PMT have, at their disposal, to negotiate with the Contractor:

- Written warning to the Contractor with the Contractor providing the Eligible Entity(ies) with an apology letter with an action plan detailed to prevent non-compliance of service.
- Free Service maintenance for the Eligible Entities affected by the poor service response for a period of time and value determined by the OSD Contract Manager and PMT.
- Negotiated financial penalty for recurring incidents of non-performance.
- Free Supplies for the Eligible Entities affected by the poor service response for a period of time and value determined by the OSD Contract Manager and PMT.
- The OSD Contract Manager and PMT reserve the right to make additional awards in a category or sub-category if it is determined that current Contractors are not providing adequate service maintenance as determined by the OSD Contract Manager and PMT.
- The OSD Contract Manager and PMT reserve the right to terminate the contract.

3.4 Supply Specifications and Certification

The specifications identified in this section are the minimum standards acceptable under this RFR and any resulting contract for the product supplies listed below:

3.4.1 OEM, Generic and Remanufactured Toner Cartridges

All such supplies **must** meet the:

- Original Equipment Manufacturer (OEM) standards for performance and quality,
- Standardized Test Method Committee (STMC) guideline adopted for the appropriate OEM or Remanufactured Product,
- American Society for Testing and Materials (ASTM) Standards, including **ASTM 1856-04** (Standard for Determining Toner Usage for Printer Cartridges), **ASTM 335-03** (Terminology for Relating to Electrostatic Copying), **ASTM F2036-05e1** (Evaluation of Large Area Density and background of Electrophotographic Printers), and
- International Safe Transit Association Integrity Procedure 1A Standard (**ISTA 1A**).

Bidders can find information on these standards at <http://www.astm.org/Standard/index.shtml> and <http://www.ista.org/forms/1Aoverview.pdf>.

Bidders shall verify that their products have been tested in accordance with these standards and meet or exceed the criteria and must include documentation in their submission to confirm compliance. Such documentation may be a link to the cartridge manufacturer website confirming ASTM compliance or a letter from the manufacturer.

Cartridge Failure/Defect/Return Rate: Awarded Contractors will also be required to furnish documentation on the current failure rate of all toner cartridges supplied under this contract for purposes of customer education. Such documentation shall reference the period of January 1, 2010 to September 30, 2010 and include the name of the manufacturer, type of cartridge and the reason for the cartridge return or failure.

3.4.2 Remanufactured Supplies Specifications

In compliance with Executive Order 515 (see information in this RFR Section 1.11), high quality remanufactured supplies are a preferred product under this contract and all Bidders are strongly encouraged to offer them in their product selections.

3.4.3 Remanufactured Laser Toner Cartridge Specifications

A remanufactured printer cartridge is a "used" cartridge that has been restored to its original OEM performance and function and is thereby diverted from the solid waste stream, retaining, to the extent practicable, components that have been through at least one life cycle and replacing consumable or normal wear components. All components used in the construction of remanufactured cartridges must equal OEM performance and function. (Also see the Definitions Section of this RFR). All components used in the construction of remanufactured cartridges shall be dismantled and examined for damage and/or excessive wear and must equal OEM performance and function. These include, but are not limited to:

- PCR Rollers must be new or recoated (If applicable)
- Cartridge must be sealed with a pressure sensitive seal that equals OEM performance and function; air tested at 2lbs for 30 seconds and leak proof. The seal shall be readily removable by the user at time of installation. Any cartridge that shows evidence of toner leakage through improper sealing shall be termed defective and replaced by the contractor. Hard card seals or equivalent are acceptable when products are hand deliveries.
- OEM drum must be replaced at the time of first cycle of remanufacture with a new long-life organophoto conductor (OPC) drum.
- Wiper blades may be treated to comply with OEM performance and function and are acceptable for reuse.
- Replace, included but not limited to, pins, clips foams, doctor blades, mag rollers, felts, as needed
 - Print yield shall be equal to or exceed OEM stated yields for each cartridge. Yield shall be determined by the use of the standard pattern which features:
 - 12% toner coverage Category 1 and 3
 - 10% toner coverage Category 2 and Printers
 - Serial number/lot number must be visible to the end user.
 - Exterior surfaces shall be thoroughly cleaned, with all traces of old labels, and toner removed entirely.

3.4.4 Remanufactured Cartridge Certifications

The remanufacturer **must** be certified by the Standardized Test Methods Committee (STMC) of the Imaging Technology Council for having the test equipment, printers and trained personnel for testing to the SMTC guidelines, or agree to obtain such certification within 90 days of receiving a contract award. The certification signifies that the company's employees are trained in and use STMC test methods. Any remanufacturer (and their supplies) that has not obtained and documented such certification within the indicated period of time may be removed from the contract.

The STMC was created by the International Imaging Technology Council (I-ITC) to promote standardized test methods for the printer cartridge industry. Verification that a potential contractor has obtained the STMC Certification will be determined by an examination of the directory listing of certified companies on the I-ITC's internet website (<http://www.i-itc.org/stmcompanies.htm>). More information on the organization and the process can be found on the website. The Bidder may be requested to furnish documentation identifying the test equipment, printers and trained personnel at each location who are successfully trained in the STMC Guidelines. This includes the standardized testing certification for ASTM F 1856-04, ASTM F 2036-05, and any other appropriate standards indicated in this RFR.

It is also **desirable** that remanufactured cartridges are third-party certified to meet the EcoLogo Standard CCD-039. This standard addresses the manufacturing processes, quality remanufactured cartridges and end-of-life management issues. www.ecologo.org

It is also **desirable** that all remanufacturers of products offered on this contract be certified by the International Standard for Organization (ISO) 9001 series for Quality Management Systems and ISO 14001 series for Environmental Management Systems. If not certified at the time of bidding, the PMT reserves the right to require such remanufacturers to obtain such a certification within a reasonable period of time during the contract term. Upon request by the PMT, the contractor may be required to have cartridges tested by an independent third party laboratory, such as Rochester Institute of Technology (RIT), Buyers Lab, or equal at no charge to the Commonwealth or purchasing entity. See <http://www.cims.rit.edu/facilities.aspx> for details.

3.4.4.1 Association Membership

While not a requirement of the RFR, the Commonwealth encourages all remanufacturers represented under the awarded contract to become a member of I-ITC and/or other similar industry associations. The International Imaging Technology Center (I-ITC) provides the STMC guideline certification training for remanufacturers. These associations also assist businesses in keeping current with the latest remanufactured toner cartridge industry developments and standards, and inform members about new techniques or tests developed to produce the best quality remanufactured toner cartridge product. Awarded suppliers on the contract should encourage their remanufacturing partners to comply with this request as well.

Awarded vendors and/or their remanufacturing partners are also encouraged to employ a minimum of one individual who have completed the most current STMC certification training. This includes the standardized testing certification for ASTM F1856-98, ASTM F2036, and other appropriate standards. In the event that multiple complaints on product quality issues are received, the PMT may request greater participation by contract vendors and their manufacturers in such certification organizations to ensure up to date product knowledge and innovation.

3.4.5 Other Ink Options– Ink Jet, Solid Ink

Solid ink technology used in solid ink sticks in lieu of the fluid ink or toner powder usually used in printers and multifunction devices and eliminates the need for a plastic cartridge. As a result, no recycling program is required for these products.

Inkjet cartridges are a replaceable component of an inkjet printer that contains the ink and sometimes the print-head itself. All such supplies **must** meet the ASTM Standards F2555 -06 **Standard Practice for Determining Page Yield of Ink Jet Printer Cartridges** and F2734 -08 **Standard Practice for Testing the Shelf Life of Ink Jet Printer Cartridges**. See details at: <http://www.bing.com/search?q=injet+cartridge+ASTM+standard&FORM=CBPW&first=1>.

Bidders shall verify that their products have been tested in accordance with these standards and meet or exceed the criteria and must include documentation in their submission to confirm compliance. Such documentation may be a link to the cartridge manufacturer website confirming ASTM compliance or a letter from the manufacturer.

Awarded Contractors will also be required to furnish documentation on the current and expected failure rate of all toner cartridges supplied under this contract for purposes of customer education. Bidders of these products must offer a recycling program as detailed in the RFR and are encouraged to offer remanufactured options for these items.

3.4.6 Supply Packaging: OEM, Generic and Remanufactured

Packaging for all supplies **must** comply with the following specifications:

- **Must** be packaged and sealed in a way that would adequately protect it from light, heat, moisture, vibration and static electricity while it is shipped, handled and stored by the Contractor, Eligible Entity and any third party. The packaging will be sealed so its contents are completely protected from the outside elements.
- Packaging **must** be constructed to permit users to re-package empty cartridges for return to contractor.
- It is **desirable** that the packaging components be made of a material that is accepted by most local recycling programs.
- It is **desirable** that all corrugated packaging contain a minimum of 35% post-consumer recycled content and that the recycled content be displayed on the box. Documentation from the package manufacturer should be included in the RFR submission to verify the recycled content.

All supply packages **must** include the following materials:

- All pertinent installation and maintenance instructions,
- Instructions for return of empty cartridges or other supply types including a phone number for resolving issues with supply recycling (where applicable),
- Labels affixed to the carton **must** include cartridge model number and compatible photocopier model # (for reference only),
- Name and address of the Contractor and toll free number for access to a technical/customer service representative **must** be visible **on the carton**,
- The external carton **must** identify cartridge type (make and model), the vendor's name and it is **highly desirable** that the date of remanufacture and use by date for shelf life and inventory purposes also appear on the external carton.
- Pre-paid return labels (UPS/Postal Service) (where applicable).

It is also **desirable** that Bidders offer supply packaging in conformance with Section 3.6.6 of this RFR.

3.4.7 Additional Supply Technical Requirements

In their submissions, Bidders must identify, on all supply cost sheets, all supplies containing so called "smart chips," any computer code or any other design element that would:

- Disable the equipment or impair in any way its operation based on elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or any other self-destruct mechanism; or
- Permit access to the equipment to cause disablement or impairment.
- All Contractors **must** inform Eligible Entities about the above-mentioned supply features at the time of their purchase. It is **desirable** that all Contractors offer supplies without any impediments for their remanufacturing by third parties.
- The PMT will educate all Eligible Entities with regards to the “smart chip” technology and the potential negative impact this technology may have on the environment and the total cost of the supplies.
- **All Supply Yields indicated on the cost sheets for Category 1 & 3 equipment must be based upon 12% page coverage.**
- **All Supply Yields indicated on the cost sheets for Category 2 equipment must be based upon 10% page coverage.**

3.4.8 Supplies Available Only as Remanufactured

In compliance with Executive Order 515 (see RFR Section 1.11), it is the recommendation of the Commonwealth and the PMT to promote the purchase of remanufactured supplies by Eligible Entities as a sound environmental and economic practice. Pursuant to this goal, a comprehensive list of cartridges for which OEM sales are prohibited and, thus, **can only be sold as a remanufactured product** will be included as a separate file on the Forms and Terms tab on www.comm-pass.com for this contract. Commonwealth contract users will be made aware of this list at the time of the contract award.

Starting from the first anniversary date of the contract and throughout the rest of its duration, OEM and generic supplies **may be** transitioned a year after a remanufactured alternative for the specific OEM or generic supply becomes available from at least one of the Contractors. The PMT reserves the right to adjust the transition dates based on supply availability, cost and other factors. The OSD Contract Manager, in consultation with the PMT will be responsible for updating the list of Remanufactured Only Items periodically as needed.

3.4.9 OEM/Generic Supply Transition

As part of the recommendation indicated above for Eligible Entities to purchase remanufactured cartridges, Bidders that manufacture and/or sell remanufactured supplies **must** inform the PMT of the availability of such supplies and make such supplies available to Eligible Entities by adding them to their contract offering.

After contract award, Contractors intending to supply remanufactured supplies **must**:

- Inform the PMT about remanufactured supplies as those become available;
- Add remanufactured supplies to product offering through the supply addition process described in this RFR;
- Make samples of such supplies and/or independent laboratory performance testing information available to the PMT for testing purposes free of charge;
- Upon the PMT’s notification, to discontinue the sale of OEM/generic supplies scheduled for transition no later than the deadline specified by the PMT (no less than 30 days).

When a specific type of OEM and/or generic supply is transitioned, Contractors may choose to substitute it with a remanufactured alternative. If the remanufactured alternative has not been previously added to Contractor’s product offering, the Contractors **must** add the product by obtaining approval from the OSD Contract Manager and the PMT through the supply addition process described in this RFR.

3.4.10 Supply Warranty/Performance Guarantee

New, generic and remanufactured cartridges and other supply types **must** have a lifetime warranty (according to shelf life/expiration date). Cartridges and other supply types **must** be free from defects in materials and workmanship and **must** consistently produce copies and/or prints of excellent quality. The Supply Contractor **must** repair, replace or refund any and all cartridges and other supply types, which the Commonwealth deems unsatisfactory.

If the Eligible Entity and the Supply Contractor agree that a supply item has caused damage to the equipment, the Supply Contractor will pay for all costs of repair to return the equipment to operating condition. Upon receipt or determination of a defective supply item, the Supply Contractor shall replace the defective supply item free of charge within 2 (two)-business days, or issue a credit for the next purchase.

Bidders are required to provide a written policy concerning warranty or guarantee.

3.4.11 Recycling of Supplies

The Commonwealth has established a goal to recycle empty cartridges and other recyclable supply items in order to reduce the volume of these products in the waste stream and to encourage the reuse of such materials. Pursuant to this goal, Bidders **must** offer customers an effective and reliable means of returning all recyclable empty supply items (O.E.M., generic and remanufactured) in accordance with the following requirements:

- The method and expense of conducting such supply item returns **must** be the sole responsibility of the awarded contractors and may be conducted by either contractor/subcontractor pick-up, prepaid return shipment label, or both.
- Pick up and deliveries **must** be made during regular business hours and within no more than seven (7) business days of request for pickup.
- Eligible Entities shall be responsible to return empty supply items with insert in the original packaging in which it was received, and/or as outlined in the contractors recycling program.

After contract award, all contractors **must** at the time of equipment delivery or first supply delivery and then consistently throughout the duration of the contract (also see Supply Packaging):

- Inform Eligible Entities about the procedure for recycling used supply items;
- Provide a phone number for resolving issues with supply recycling.

Bidders **must** also include in their response (complete Attachment D – Compliance with Environmental Specifications and attach supporting documentation):

- The proposed detailed plan for recovering used supply items, which must include:
 - A sample instruction sheets and sample pre-paid freight labels (if a prepaid return shipment label program is offered); or
 - A written statement guaranteeing that the Bidder will pick up used supply items from Eligible Entities (if a contractor pickup program is offered); or
 - A written, signed and dated agreement between the Bidder and a subcontractor describing the recycling program and committing the subcontractor to performing used supply item pick-ups (if the recycling program is offered through a third party), and/or
 - Any other proof that an effective recycling program will be offered.

- Information on :
 - Which cartridges the Bidder is capable of recycling/remanufacturing;
 - Any trade-in allowance offered for each brand;
 - Any criteria which deems a cartridge unacceptable;
 - If items are to be hand delivered, include box and other applicable labels;
 - Repackaging instructions.

Providing a recycling program for used supply items is a requirement. Failure or refusal to pick up used supply items, provide prepaid return labels or inability to successfully resolve a pick up issue may result in a per-incident or other penalty determined by the PMT.

It is also **encouraged** that Bidders develop creative ways of partnering with SOWMBA-certified woman and/or minority-owned businesses in order to provide the collection, transportation and/or remanufacturing of the used supplies.

3.4.12 Used Cartridge Trade-In Allowance

Bidders **must** accept all recyclable empty supply items for return (O.E.M., generic and remanufactured). It is **desirable** that Bidders develop incentives or otherwise encourage Eligible Entities to recycle used supplies. However, Bidders are **strictly prohibited** from implementing programs that impose any legal or other restrictions (including restrictions imposed at the time of supply purchase) as to which recycling program/service provider Eligible Entities utilize to send their cartridges for remanufacturing.

It is **desirable** for a Bidder to offer a trade-in allowance, and if offered, it must be indicated in their response (Attachment D). Credit amounts on cartridge and/or other supply type returns will not be deducted until written confirmation of the credit is obtained from the Contractor. Such written confirmation **must** be given to the Eligible Entity within five business days of the Contractor's receipt of the cartridge(s) and/or other supply type(s). Bidders **must** agree to work with OSD and the PMT to determine the most efficient and cost effective means of handling the credit portion of the procurement for all parties concerned.

Bidders **must** also provide in their bid response specific details on how credit amounts will be transferred and communicated to Commonwealth customers. A contractor may reject any empty cartridge or other supply type for credit if it is cracked, shattered or is otherwise rendered unrecyclable.

Supply Packaging Reduction Bidders may offer some or all of the following items listed below or provide alternative proposal as to how packaging materials can be reduced, eliminated or otherwise made more environmentally preferable. It is **desirable** that Bidders offer packaging which:

- is made from recycled content which meets or exceeds all federal and state recycled content guidelines (currently 35% post-consumer for all corrugated cardboard),
- minimizes or eliminates the use of polystyrene or other difficult to recycle materials,
- minimizes or eliminates the use of disposable containers such as cardboard boxes,
- provides for a return program where packaging can be returned to a specific location for recycling,
- contains materials which are easily recyclable in Massachusetts.

Additionally, manuals **must** be printed on recycled content paper which meets or exceeds the federal/state guidelines for post-consumer recycled content (currently 30%). It is **desirable** that crates, pallets and, if feasible, boxes and cartons, be reusable and not contain heavy metal inks.

3.4.13 Supply Design

Materials use: It is **desirable** that Bidders demonstrate that recycled content materials (preferably post-consumer content) have been used in the plastic components of OEM or generic supplies.

Demufacturing / Disposal: It is **desirable** that Bidders offer supplies that are designed in such a way as to facilitate its dismantling and reuse or recycling. It is **desirable** that supplies not contain any computer code or any other design element that would:

- Disable the equipment or impair in any way its operation based on elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or any other self-destruct mechanism; or
- Permit access to the equipment to cause disablement or impairment.
- It is **desirable** that all Contractors offer supplies without any impediments for their remanufacturing by third parties.

Additional **desirable** design features may include, but are not limited to:

- Use of single plastic resins in plastic components weighing more than 100 grams,
- Clear and visible labeling of plastic types in components weighing more than 25 grams,
- Supplies that are assembled in such a way that components may be dismantled easily so that individual components may be disassembled, separated, identified and reused or recycled easily.

Bidders must include documentation with their submission, such as a letter from the original manufacturer, or a link to a specific website page, in order to verify compliance with the above criteria.

3.4.14 Supply Problems

OEM Supplies

The Equipment Contractor's technician must determine the lot number of the supply item(s) used once a problem is identified or thought to be related to an OEM supply item. The technician must then provide in writing, a detailed explanation of the equipment malfunction and how the use of the OEM supplies relates to the problem.

The communication along with the copies of the three previous service call reports must be faxed to the Supply Contractor within twenty four hours. This is necessary for the Supply Contractor to evaluate and take corrective action to rectify the problem.

Non-OEM Supplies

The Equipment Contractor's technician must determine the manufacturer and (if applicable) the lot number of the supply item(s) used once a problem is identified or thought to be related to a non-OEM supply item (generic, remanufactured or other). The technician must then provide, in writing, a detailed explanation of the equipment malfunction and how the use of the non-OEM supplies relates to the problem.

The communication along with copies of the three previous service call reports must be faxed to the Supply Contractor within twenty-four hours. This is necessary for the Supply Contractor to evaluate and take corrective action to rectify the problem.

3.4.14.1 Supply Contractor

The Supply Contractor **must** contact the Supply Manufacturer (if other than the Supply Contractor) and determine if similar problems of this type have occurred in other locations. If it is determined that the

specific product batch, lot number or supply model is defective, the Supply Contractor **must** make arrangements with the Supply Manufacturer (if applicable) to replace the product batch, lot number, or supply model in question.

The Supply Contractor also reserves the right, at their expense and with the approval of the OSD Contract Manager, to have a factory-trained independent repair technician evaluate the nature of the complaint and provide a written explanation of how the problem may be resolved. This repair technician's report **must** be made available to the Supply Contractor, the Equipment Contractor, Eligible Entity and the OSD Contract Manager within twenty-four hours of the inspection.

3.4.14.1.1 Equipment and Supply Contractors

It is expected that both the Equipment Contractor and Supply Contractor will have taken all necessary steps to ensure the problem is not directly related to end user/operator error. It is also understood that all supplies will be handled and stored properly as detailed on the manufacturer's packaging.

During this process, the Eligible Entity has the option to exercise the Loaner equipment terms and conditions of this contract.

Failure to adhere to the above-specified policies could result in contract termination.

The OSD Contract Manager may remove supplies that cause equipment problems due to poor design or poor quality control from this contract.

3.5 Substitutions/Additions of Equipment or Supplies

3.5.1 Equipment Substitutions for Discontinued Equipment (Categories 1, 2 & 3)

Nine (9) months after award of contract, equipment substitutions will be reviewed on an individual basis for the Category(ies) that the Contractor has been awarded. Equipment that is subsequently discontinued from a manufacturer's line may be substituted upon approval by the OSD Contract Manager and the PMT. Bidders **must** submit manufacturer's specifications for the discontinued model(s) and for the new equipment model(s) requested to be substituted. **All terms and conditions of discontinued model will apply to new equipment and at the same or lower price of the original equipment.** Substituted equipment **must** meet or exceed the performance specification of the discontinued model. Additional fixed accessories can be accepted at no extra cost. Supplies and accessories pricing **must** be identical **or less** than pricing for discontinued equipment.

Contractors can only submit a request for the Category(ies) and Manufacturer Brand(s) awarded. Submit one hard copy and an electronic copy to the OSD Contract Manager. Each Contractor **must** submit a cover letter explaining the request accompanied by the following documentation for each equipment substitution within the appropriate category(ies) awarded. Contractors wishing to substitute equipment **must** include documentation for the items listed below;

- **New Equipment Cost Sheet** - The equipment cost sheet(s) must be completed in its entirety with the equipment meeting the minimum technical requirements for the particular volume band. Also, indicate each technical specification that the equipment may exceed.
- **Original Equipment Approved Cost Sheet** - A copy of the original approved cost sheet for the discontinued equipment. The substituted equipment must meet the specifications, be in the same volume band/CPM band and at the same or lower price of the original equipment being discontinued
- **OEM Technical Specifications Brochure/Sheet** (for both the original equipment being discontinued and the new substituted equipment) - Each equipment substitution **must** be

accompanied by a technical specification brochure/sheet that provides a detailed description that meets or exceeds the minimum specifications put forth in the original RFR to be considered for addition to the contract.

- **OEM Certification** that the new equipment has been "Nationally Launched"
- **Copy of Buyer's Lab Report for new equipment**, if available (Categories 1 and 2 only)
- **A Price Comparison must be supplied** for each new model comparing Statewide Contract pricing to: **GSA Pricing, Commercial/List Price** with GSA Pricing being used as a ceiling if GSA pricing is available.
- **Commercial references from three customers** who are currently using the equipment.

Contractors and Eligible Entities will be notified of the acceptance or rejection of new items. **Until the Contractor has received written notification from the OSD Contract Manager that the equipment model(s) submitted for substitution has been approved the contractor can not offer the item(s) to any Eligible Entity as a contract item.** Non-compliance may result in a written warning, penalty assessment and/or contract termination.

All equipment submitted for substitution **must** be under manufacture at the time of submission. All equipment offered and placed for Eligible Entities shall be in excellent working order and produce good, clean images. All equipment will be expected to perform in an efficient manner with a minimum downtime. The user will report equipment that requires an excessive number of service calls to the OSD Contract Manager for PMT review and possible replacement.

The substitution guidelines are subject to change by the OSD Contract Manager and PMT throughout the term of the contract.

3.5.2 Equipment Additions (Categories 1, 2 and 3)

Twelve (12) months after award of contract, equipment that is new may be requested to be added to the Category(ies) that the Contractor has been awarded.

Initially the Contractor must submit an Addition Request Justification form. The OSD Contract Manager and the PMT will review the request and determine if the item should be considered as a potential addition. If the OSD Contract Manager and PMT determines the item may add value to the Commonwealth by being available on the contract, at that time the paperwork shown below must be completed by the Contractor and submitted for review. Final determination of added value will be determined by the OSD Contract Manager and PMT. The OSD Contract Manager and PMT will finalize the format of the Addition Request Justification form prior to the start of the contract.

The OSD Contract Manager and the PMT will review the request and either approve or reject the request. Submit one hard copy and an electronic copy to the OSD Contract Manager. Each Contractor must submit a cover letter explaining the request accompanied by the following documentation for each equipment addition request within the appropriate category(ies) awarded. **Equipment add-on requests can be submitted, twice a year, during the months of September and March.**

- **Equipment Cost Sheet** - The equipment cost sheet(s) must be completed in its entirety with the equipment meeting the minimum technical requirements for the particular volume band. Also, indicate each technical specification that the equipment may exceed. Submit one hard copy and an electronic copy to the OSD Contract Manager.
- **OEM Technical Specifications Brochure/Sheet** - Each equipment add-on must be accompanied by a technical specification brochure/sheet that provides a detailed description that meets or exceeds the minimum specifications put forth in the original RFR to be considered for addition to the contract.

- **OEM Certification that the equipment has been “Nationally Launched”**
- **Copy of Buyer's Lab Report, if available** (Categories 1 & 2 only)
- **A Price Comparison** must be supplied for each model comparing Statewide Contract pricing to: GSA Pricing, Commercial/List Price, with GSA Pricing being used as a ceiling if GSA pricing is available.
- **Commercial references** from three customers who are currently using the equipment.

Contractors and Eligible Entities will be notified of the acceptance or rejection of new items. **Until the Contractor has received written notification from the OSD Contract Manager that the equipment model(s) submitted for addition has been approved, the contractor can not offer the item(s) to any Eligible Entity as a contract item.** Non-compliance may result in a written warning, penalty assessment and/or contract termination

All equipment submitted for addition to the contract must be under manufacture at the time of submission. All equipment offered and placed for Eligible Entities shall be in excellent working order and produce good, clean images. All equipment will be expected to perform in an efficient manner with a minimum of downtime.

The PMT reserves the right to add an item prior to the 12 months after award of contract, if the PMT deems it is in the best interest of the Commonwealth. The addition guidelines are subject to change by the OSD Contract Manager and PMT throughout the term of the contract.

3.5.3 Supply Substitutions

After award of contract, supplies that are subsequently discontinued from a manufacturer's line may be substituted upon approval by the OSD Contract Manager and the PMT. Bidders **must** submit manufacturer's specifications for the discontinued supply item(s) and for the new supply item(s) requested to be substituted. All pricing, terms and conditions of discontinued items will apply to new items. Substituted items **must** meet or exceed the performance specification of the discontinued item(s).

Replacement of obsolete items will be reviewed on an individual basis beginning **9 months** after commencement of this contract.

Contractors and Eligible Entities will be notified of the acceptance or rejection of new items. **Until the Contractor has received written notification from the OSD Contract Manager that the item(s) submitted for substitution has been approved the contractor will not offer the item(s) to any Eligible Entity as a contract item.** Non-compliance may result in a written warning, penalty assessment and/or contract termination

3.5.4 Supply Additions

Nine (9) Months after award of contract, supply items that are new, can be requested to be added to the Category that the Contractor has been awarded. The OSD Contract Manager and the PMT will review the request and either approve or reject the request. Add-on request can be submitted annually during the month of March or as necessary for approved added or substituted equipment.

To add remanufactured supplies, Contractors **must** submit manufacturer's specifications for the OEM supply item(s) and for the corresponding remanufactured supply item(s) requested to be added. All terms and conditions **must** apply to the remanufactured items offered. The price of remanufactured supplies cannot be higher than the price of the equivalent OEM/generic supplies previously offered.

Contractors and Eligible Entities will be notified of the acceptance or rejection of new items. Until the Contractor has received written notification from the OSD Contract Manager that the item(s) submitted for addition has been approved the contractor can not offer the item(s) to any Eligible Entity as a contract item.

All supply items offered and placed for Eligible Entities shall be in excellent working condition free of defects.

The addition guidelines are subject to change by the OSD Contract Manager and PMT throughout the term of the contract.

3.6 Environmental Specifications

3.6.1 Executive Order 515, Establishing an Environmental Purchasing Policy

Executive Order 515, issued October 27, 2009, states that "As part of the Commonwealth's overall goals of conserving natural resources, reducing waste, protecting public health and the environment, and promoting the use of clean technologies, recycled materials, and less toxic products, it shall be the policy of the Executive Department of the Commonwealth of Massachusetts and its agencies to reduce their impact on the environment and enhance public health by procuring Environmentally Preferable Products and services (EPPs) whenever such products and services are readily available, perform to satisfactory standards, and represent best value, consistent with 801 CMR 21.00....The Executive Order shall apply to all state agencies in the Executive Department. As used in this Order, 'state agencies' (or 'agencies') shall include all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established."

In line with this directive, all contracts, whether departmental or statewide, must comply with the specifications and guidelines established by OSD and the EPP Program. EPPs are considered to be products and services that help to conserve natural resources, reduce waste, protect public health and the environment, and promote the use of clean technologies, recycled materials, and less toxic products. Questions concerning the EO or the appropriate specifications may be directed to OSD's EPP Procurement Program, www.mass.gov/epp. The Order can be seen at http://www.mass.gov/Agov3/docs/Executive%20Orders/executive_order_515.pdf.

3.6.2 Environmental Plan

Beginning the first year of the Statewide Contract and throughout the life of the Statewide Contract, awarded Bidders **must** agree to work with OSD and the PMT to examine the feasibility of implementing an environmental plan. The objective of this requirement is to actively encourage suppliers to incorporate sustainable practices throughout their business operations and further market such practices to Contract users. Such a plan may include, but not be limited to, the following:

- Implementing energy efficiency initiatives at the corporate level in line with Executive Order 484, such as lighting retrofits, purchase of energy from renewable sources, use of bio-heat fuel, and other energy reduction technologies. <http://www.mass.gov/Agov3/docs/Executive%20Orders/Leading%20by%20Example%20EO.pdf>
- Encouraging environmental initiatives at a corporate and/or manufacturing level for the purpose of reducing the impact of manufacturing on the environment; such as clearly identifying recycled content of packaging on the packaging, providing product life cycle assessments, working toward the elimination of ozone depleting chemical usage in the manufacturing or refining process (where applicable), and conducting internal environmental auditing related to pollution control.

- Adopting standards and/or obtain certifications, where applicable, for product development and manufacturing processes such as but not limited to EPEAT, LEED, ISO 14001, Cradle to Cradle (C2C) Protocol, Green Seal, Environmental Choice and others.
- Manufacture and/or make available to Eligible Entities eco-labeled equipment, supplies and/or accessories certified by third-party organizations such as but not limited to TCO Development (<http://www.tcodevelopment.com>) and Blue Angel (http://www.blauer-engel.de/englisch/navigation/body_blauer_engel.htm),
- Using alternative fuel vehicles for delivery or transportation purposes and/or vehicles equipped with diesel emission control devices and operating such vehicles with guidance on anti-idling initiatives.
- Placing importance on reducing CO2 emissions by optimizing supply chain management, joining the EPA's Smartway Program, or other initiative.
- Working with the PMT to develop and distribute information and/or materials to Commonwealth customers on the Awarded Bidder's environmental practices and initiatives throughout the term of the Contract.
- Developing a plan to implement the recycling of materials used or produced in normal business operations.
- The PMT may award points to Bidders who provide evidence that measures and initiatives such as these are already in place within their operations, and/or for written proposals submitted with their Response detailing a commitment to action contingent upon receipt of a Contract award. (See the Additional Environmentally Preferable Products / Practices form on Comm-PASS).

Bidders **must** attach any applicable supporting documentation to inform the PMT about any of the above-mentioned initiatives that are currently in place.

3.6.3 Energy Efficiency

All equipment **must** be EnergyStar® labeled and comply with all the requirements of the most current specifications. In 2007, EPA revised and consolidated the four separate imaging equipment specifications (photocopiers and fax machines, digital duplicators, printers, scanners and multi-function devices and mailing machines) into a single specification addressing total energy consumption (TEC). Bidders can see information on this specification at: http://www.energystar.gov/index.cfm?fuseaction=find_a_product.showProductGroup&pgw_code=IEQ.

In addition, all equipment must be compliant with the latest version of the Memorandum of Understanding (MOU) between the U.S. Environmental Protection Agency and the equipment manufacturer for their type of equipment unless the equipment qualifies for the special provisions noted below. Applicable MOUs are available online at <http://www.energystar.gov>; or visit

- http://www.energystar.gov/ia/partners/product_specs/program_reqs/MFD.mou.v1.0.pdf to access the MOU for multifunctional devices directly.

Bidders **must** reference the definitions of copier and multifunctional device provided in the MOUs developed by EnergyStar to determine which set of specifications their equipment **must** comply with. Please note that the direct link and navigation of the site may change. It is the responsibility of the Bidder and, if awarded, Contractor to monitor the changes in EnergyStar specifications.

All equipment sold in this category **must** be delivered with the EnergyStar power management features enabled.

In the event of new EnergyStar specifications being issued, the PMT reserves the right to develop a timetable **mandatory** for all Equipment Contractors covered by such new specifications including Sub-categories 1-B, 1-C, 1-BP, 1-CP, 2-F, 2-FP and 3-DD to come into compliance with the new specifications. The span of the timetable will not exceed one year from the date of the issuance of the new specifications. The timetable will include a date after which equipment that does not comply with the new specifications will not be approved as an addition or a substitute for existing equipment on the contract. At the end of the one-year period, sales of all equipment that does not comply with the new specifications will be suspended until it is either brought into compliance or is substituted with compliant equipment. The PMT reserves the right to grant limited-time exemptions for specific equipment models in cases when the Contractor provides documented proof of efforts made to achieve compliance and submits a written plan including a firm date for achieving compliance. Such exemption will not be renewed and its duration will not exceed the compliance date provided in the Contractor's plan.

3.6.4 EnergyStar® Service and Maintenance

Installation, service and technical support performed as part of the leasing and/or maintenance agreement must include the proper configuration of power management features according to the current EnergyStar specifications for that class of equipment and the proper configuration of duplexing features, at the time of service.

Personnel involved in system integration, site customization, equipment maintenance and technical support **must**:

- Ensure that power management and duplexing features remain installed and functional at all times.
- Carry out their services so as to maximize the energy efficiency of the installed product.
- Treat the malfunction of power management or duplexing features as functional failures of the equipment, and **must** diagnose and repair those problems rather than disable the power management features.

3.6.5 Paper and Other Consumables

All equipment must be compatible with the use of at least 50% total recycled and 30% post-consumer recycled content paper. Equipment malfunctions may not be blamed on recycled paper.

All Category 1 equipment **must** include duplexing capabilities in their standard configuration and be shipped with a duplexing unit in place and be installed with duplexing set as the default mode.

Categories 1, 2 and 3 warranties and service contracts **must** not preclude the use of recycled paper and/or the use of generic and/or remanufactured supplies under this contract. Service contractors **may not** fault the use of such recycled paper and/or remanufactured supplies for equipment failures, as long as these products are on the contract with the Commonwealth and/or meet the specifications for those products as established by the respective state contracts, unless the process described in the Supply Problems subsection is strictly followed.

3.6.6 Equipment and Supply Packaging

Bidders may offer some or all of the following items listed below or provide alternative proposal as to how packaging materials can be reduced, eliminated or otherwise made more environmentally preferable. It is desirable that Bidders offer packaging which:

- is made from recycled content which meets or exceeds all federal and state recycled content guidelines (currently 35% post-consumer for all corrugated cardboard) and that the recycled content be displayed on the outside of the packaging,

- minimizes or eliminates the use of polystyrene or other difficult to recycle materials,
- minimizes or eliminates the use of disposable containers such as cardboard boxes,
- provides for a return program where packaging can be returned to a specific location for recycling,
- contains materials which are easily recyclable in Massachusetts.

It is **desirable** that crates, pallets and, if feasible, boxes and cartons, be reusable and not contain heavy metal inks.

3.6.7 Equipment Design

Upgradability: It is **desirable** that Bidders offer equipment that is easily upgradable, including but not limited to modular design which allows upgrades without special tools, expandable memory, ample slots for expansions and additional components.

Materials use: It is **desirable** that Bidders demonstrate that recycled content materials (preferably post-consumer content) have been used in the plastic components such as equipment housing.

Demanufacturing / Disposal: It is **desirable** that Bidders offer equipment that is designed in such a way as to facilitate its dismantling and reuse or recycling. Such design features may include, but are not limited to:

- Use of single plastic resins in plastic components weighing more than 100 grams,
- Clear and visible labeling of plastic types in components weighing more than 25 grams,
- Avoidance of paints, including metallic paints on any internal or external plastic housings,
- Equipment that is assembled in such a way that components may be dismantled easily so that individual components may be disassembled, separated, identified and reused or recycled easily.

3.6.8 Toxics Reduction

Manufacturer's practices (reduced toxic materials in manufacturing): It is **desirable** that Bidders demonstrate that they and/or manufacturers are actively seeking additional ways of minimizing their environmental impacts at manufacturing, assembly, warehousing, distribution and/or other facilities, including but not limited to:

- Toxic use reduction and/or waste prevention efforts,
- Product life cycle assessments,
- Environmental audits,
- Recycling and/or reuse (including current recycling, reuse and/or remanufacture of electronic equipment by or for the Bidder),
- Energy efficiency,
- Natural resource conservation.

Bidders **must** demonstrate that the equipment they intend to supply is in compliance with the European Union's Directive "Restriction of Hazardous Substances" (RoHS) and/or the equipment does not contain some of the following toxic/hazardous constituents (<http://164.36.253.20/sustainability/pdfs/finalrohs.pdf>):

- Lead,
- Mercury in components including but not limited to the background lighting system, batteries, and other electronic components,
- Cadmium in components including but not limited to batteries, electronic clocks, photo semiconductors (not to exceed 25 mg/kg total), or in packaging or packaging ink,
- Hexavalent chromium,
- Organically bound chlorine or bromine in components including but not limited to circuit boards and housing with flame-retardant materials,

- Polyvinyl chloride plastics,
- CFC or HCFC compounds included on the A, B and C annex of the "Montreal Protocol on Substances that Deplete the Ozone Layer" (<http://www.unep.org/ozone/pdf/Montreal-Protocol2000.pdf>),
- Selenium, unless equipment can be returned to the manufacturer.

A written statement on letterhead, link to a specific website page or other documentation from the equipment manufacturer **must** be submitted with the RFR response to demonstrate compliance.

3.6.9 End-of-Life Management

The Bidder **must** make every effort to assure the environmentally responsible recycling or disposal of electronic equipment, which includes certification of final disposition, particularly the batteries. It is desirable that Bidders propose methods that will allow for the return of used equipment to the original manufacturer or third party entity for reuse or recycling, preferably at no cost for contract users. Such take-back methods may include but are not limited to:

- One-for-one exchange of equipment offered by, or previously purchased from the Bidder, upon purchase of new equipment from said Bidder,
- Collection of any used equipment by Bidder or subcontractor for reuse or recycling, preferably including provisions to continue recycling operations should a subcontractor no longer be able to perform such activities.

It is **desirable** that Bidders demonstrate that the manufacturer of the equipment they intend to supply is making efforts to comply with the European Union's Directive "Waste Electrical and Electronic Equipment" (WEEE) (<http://164.36.253.20/sustainability/pdfs/finalweee.pdf>). **A written statement on letterhead, link to a specific website page or other documentation from the equipment manufacturer should be submitted with the RFR response to demonstrate compliance.**

The Commonwealth reserves the right to require compliance (within a reasonable period of time) with any new standard, certification or registration that may be developed and released during the contract term with respects to imaging supplies; such as, but not limited to the Electronic Products Environmental Assessment Tool (EPEAT); <http://www.epeat.net/>.

3.6.10 Electronic Equipment Emissions

All equipment shall have ozone emissions that meet the Underwriters Laboratories UL867 Standard of June 22, 2007 and/or must have ozone emissions no higher than .1 parts per million (8-hour time-weighted average (TWA) exposure as a result of equipment operation at the operator position with the usage rate three times the average in a room with no forced ventilation). Bidders must also provide regular servicing of the equipment that includes charging electrodes, activating and/or replacing carbon filters and any other maintenance operations as described in the product technical requirements to ensure compliance with the emission standard above.

Documentation to confirm compliance shall be submitted with the Bidder's response.

3.6.11 Disclosure of Flame Retardants:

The Commonwealth recognizes that brominated flame retardants (a class of halogenated flame retardants) constitute substances hazardous to the environment and public health; Bidders responding to this RFR are encouraged to disclose all flame retardants used in the products offered, including but not

limited to penta, octa or decaPBDE. They are also encouraged to submit with their response a description of their efforts, if any, to utilize non-halogenated or other flame retardant compounds and/or design strategies that reduce the need to utilize flame retardant compounds. In addition, Bidders are encouraged to offer products that meet flame retardancy standards or flammability requirements without added flame retardants with particular attention to halogenated flame retardants. Positive voluntary responses received will be used to educate buyers on the opportunity for green procurement with respects to the products indicated.

3.7 Compensation Structure/Pricing

Compensation will be based solely on the cost sheets supplied by the Bidder and accepted by the PMT. Cost tables must contain all goods and services to be provided on this Statewide Contract.

Please utilize the appropriate cost sheet attachments.

3.7.1 Equipment Cost Sheets (Categories 1, 2 and 3)

All equipment, accessories, supplies and service/maintenance pricing information must be entered on the applicable Equipment Cost Sheet.

- **Digital Photocopiers and Production Equipment – Cost Sheets 1-B, 1-C, 1-BP, 1-CP**
- **Facsimile Equipment – Cost Sheets 2-F**
- **Digital Duplicating Equipment – Cost Sheet 3-D**

All bidders must complete an individual cost sheet for each piece of equipment offered within each volume band. Equipment bids must be stated in terms of purchase price, lease, and rental prices.

The net cost on each cost sheet should reflect the percentage (%) off discounts off of suggested retail prices presented on **Attachments 1-B, 1-C, 1-BP, 1-CP, 2-F and 3-D** for base equipment, equipment accessories, network accessories, equipment parts and consumable supplies.

Outright Purchase, Term Lease and Rental costs for each proposed model submitted **must** include the following:

- Minimum Standard Configuration (see Section 3.2.2 Minimum Equipment Technical Specifications and Equipment Cost Sheets – Attachments 1-B,1-C, 1-BP,1-CP, 2-F and 3-D)
- Digital photocopiers and Production Equipment – Minimum of **6 month** Equipment Warranty Period
- Facsimile Equipment - Minimum of **12 month** Equipment Warranty Period
- Digital Duplicating Equipment – Minimum of **12 month** Equipment Warranty Period
- Bidders are **required** to include the following startup set of supplies **upon initial delivery of equipment.**

Categories 1 and 2

- must include 3 each black toners (Categories 1-B, 1-BP & 2)
- must include 1 each black, magenta, cyan and yellow toners (Categories 1-C & 1-CP)
- must include 1 developer, if applicable
- must include 5000 staples for photocopiers and production equipment (Category 1 only)

Category 3

- Five (5) Master Rolls (all equipment models)
 - Five (5) Black Ink (all equipment models)
 - One (1) Standard Spot Color *(if applicable for equipment model)
- *Standard Spot color will be determined by the Eligible Entity when order is placed

All equipment costs **must not include** service/maintenance or supply costs. All costs must include all custom duties and charges and be net F.O.B. destination including installation, operational instruction/training of personnel, and one complete copy of the instruction manual.

All maintenance plans must be completed as detailed on the cost sheets as follows:

Attachments 1-B, 1-C, 1-BP and 1-CP – must complete Plan A, B and C

Attachments 2-F and 3-D – must complete 4 hour and Next Day plan

The following items are included but not limited to in a full service maintenance agreement:

(1) All parts (2) Labor (3) Preventive maintenance

3.7.2 Equipment Pricing (Categories 1, 2 and 3)

Initially awarded pricing and percentage (%) off the suggested retail price for equipment and accessories will remain fixed for the term of the contract. See sections 3.51 and 3.52 for pricing of equipment additions and substitutions

For equipment under a Term Lease or Rental, no escalation in the amount of the lease, rental or maintenance payments will be permitted for the length of the term lease or rental. Any increased percentage (%) off or decreased suggested retail price which results in a cost decrease is encouraged at anytime during the term of the contract but must be reviewed and accepted by the OSD Contract Manager and PMT prior to implementation. Once approved, the cost decrease must be made available to all Eligible Entities.

3.7.3 Equipment Lease Rate Factors (Categories 1, 2 and 3)

The Lease Rate Factor shall remain fixed for the first 12 months of the contract. The PMT will use the Wall Street Journal Prime Rate (WSJ Prime Rate) posted in the "Money Rates" section as a reference for any Lease Rate Factor change requests. The WSJ Prime Rate was 3.75% as of the publication date of the OFF32 RFR (October 2010). If the WSJ Prime Rate changes either up or down **after the initial 12 months**, the Contractor may submit a request for an updated lease rate factor to the Contract Manager and PMT for review. The OSD Contract Manager and PMT reserve the right to review and either approve or decline a requested change in the Lease Rate Factor.

Any approved change in the Lease Rate Factor will be fixed until the following January and must be reflected in all appropriate active cost sheets for all categories and/or sub-categories.

In the case of an unforeseen economic event resulting in a significant change to the WSJ Prime Rate, the PMT may allow changes to the equipment lease rate factor.

3.7.4 Service/Maintenance Pricing and Cost Sheets (Category 4)

All maintenance plans must be completed as detailed on Attachments 4-1(x) New, 4-1(x) Pred, 4-2(x) New, 4-2(x) Pred, 4-3(x) New and 4-3(x) Pred with the percentage (%) off a dated material/parts catalog provided for time & material service plans. The Dated Parts Catalog that will be used for the first 12 months must be submitted as part of Bidder(s) response. The percentage (%) off will remain firm for the term of the Contract and the Dated Catalog may be updated yearly on the anniversary date after the initial 12 month term.

The following items are included but not limited to in all full service yearly maintenance agreements:

(1) All parts, (2) Labor, (3) Preventive Maintenance.

3.7.5 Supply Pricing and Cost Sheets (Category 5)

Pricing for equipment supplies must be submitted on Attachments 5 (Complete all applicable tabs for each sub-category). **OEM's bidding supplies must also complete these Category 5 cost sheets.** If an OEM Bidder chooses not to bid supplies, they must have an authorized dealer or partner that does submit a supply bid. All bids must include net prices. Pricing must be fixed for the initial twelve (12) months after award and pricing will be negotiated between the Contractor and the PMT annually. The PMT reserves the right to reject proposed price increases. All requested price increases for Category 5 must include evidence, including but not limited to the following examples:

- Invoices and/or letters from Manufacturers that the prices have increased during the past 12-month period for specific line items.

The PMT will not allow an increase of more than 2.0% per line item, per 12-month period unless evidence is provided that supports a need to negotiate a greater percentage increase for specific line item(s).

3.7.6 Pricing Plan Required

Options under which equipment, supplies and service may be procured:

- **Outright Purchase** – Equipment, Supplies and Services:
Categories 1, 2, 3, 4 & 5
- **Term Lease** (Equipment):
Category 1: Sub-Categories 1-B & 1-C: 36, 48 and 60 months
Category 1: Sub-Category 1-BP & 1-CP: 48, 60 and 72 months
Category 2: 24 or 36 months
Category 3: 36, 48 and 60 months
- **Rental** (Equipment):
Categories 1, 2 and 3: Six (6) month maximum (non-renewable)

Refer to the Equipment Specifications and the Cost Sheets for specific options within each volume band per equipment category. OEM Manufacturers may use their authorized dealers to fulfill the requirements for service and sales; however, all contracts and payments shall be between the Eligible Entity and the Prime Contractor and/or SDP Partner(s).

If an Eligible Entity determines the need for a lease term outside of the plans listed above, the Eligible Entity may make a request to the PMT for review on a case by case basis. The lease terms **must** be agreed upon by the PMT, Eligible Entity and the Contractor in order to be approved. The approval must be documented in writing by the OSD Contract Manager and the Contractor.

3.7.7 Prompt Pay Discounts (PPD)

All Bidders must agree to offer discounts through participation in the Commonwealth Prompt Payment Discount (PPD) initiative for receiving early and/or on-time payments, unless the Bidder can provide compelling proof that it would be unduly burdensome.

Bidders must submit agreeable terms for Prompt Payment Discount unless otherwise specified by the PMT. The PMT will review, negotiate or reject the offering as deemed in the best interest of the Commonwealth.

The requirement to offer a PPD may be waived by the PMT on a case-by-case basis if participation in the program would be unduly burdensome on the Bidder. If a Bidder is claiming that this requirement is a hardship or unduly burdensome, the specific reason must be documented in the Response.

Prompt payment discounts are not applicable for lease, rental or service/discounted prepay service payments. Prompt payment discounts only apply to the outright purchase of equipment or supplies by the Eligible Entity.

3.7.8 Volume Purchase Discounts (VPD)

It is desirable that Bidders offer a volume purchase discount percentage off based on the total units. If a VPD is provided, it is desirable that the invoice shows the amount of the VPD and deducts it from the total amount of the invoice. This is desirable for both manual and electronic invoices, if electronic invoice are provided.

3.7.9 Dock Delivery Discount (DDD)

It is desirable that Bidders offer a dock delivery discount for Category 5 supplies.

3.7.10 Statewide Contract Administration Fee

This Statewide Contract is subject to a 1% Contract Administration Fee, which is created pursuant to MGL c. 7, § 3B, 801 CMR 4.02. For information on the Statewide Contract Administration Fee, please see the "Statewide Contract Administration Fee and Report" section in the "Requirements for Doing Business After a Contract Has Been Awarded" section below.

3.7.11 Shipping FOB Destination

Contractor(s) must deliver equipment and/or supplies statewide. Delivery must be F.O.B. destination with no delivery or travel expenses paid by the Eligible Entity.

3.8 Supplier Diversity Program (SDP) Plan

Massachusetts Executive Order established a policy to promote the award of State Contracts in a manner that develops and strengthens Minority and/or Women Business Enterprises (M/WBEs). As a result, M/WBEs are strongly encouraged to submit bid Responses to this RFR, either as prime vendors, joint venture partners or subcontractors. All Bidders, regardless of their certification status, are required to submit a completed SDP Plan Form as part of their Response for evaluation. It is required that Supplier Diversity Program participation accounts for no less than 10% of the total points in the evaluation.

The PMT **requires** bidders to make a significant commitment to partner with certified Minority- and Women-Owned Businesses in order to be awarded a contract. A Supplier Diversity Office (SDO), formerly known as SOMWBA, certified Bidder may not list itself (or an affiliate) as being a Supplier Diversity Program (SDP) partner to its own company. In addition, a narrative statement can be included to supplement the SDP Plan Form providing further details of the SDP commitments. The submission of this narrative statement does not replace the requirement of the SDP Plan Form. Bidders must submit one form for each M/WBE SDP Relationship. **Please note that no bidder will be awarded a contract unless and until they agree to commit to at least one (1) of following two (2) SDP Components selected by the PMT:**

3.8.1 Subcontracting:

If Bidder commits to Subcontracting in their SDP plan, then they must commit to subcontract a specific dollar amount, or a minimum percentage of dollars earned through an awarded Contract, with a SOMWBA-certified company or a company that has applied for certification. Although this is only one of several options to meet the requirements for participation in the Supplier Diversity Program, Bidder's submission of subcontracting commitments may be weighted most heavily. The PMT will set timelines for progress reviews (either quarterly or semi-annually) for the purpose of compliance and tracking of submitted commitments. Please note that all subcontracting partnerships require inclusion of that contract between the Bidder and the M/WBE subcontractor in the Bidder's bid package.

3.8.2 Ancillary Uses of Certified M/WBE Firm(s):

If a Bidder commits to Ancillary Uses of certified M/WBE Firm(s) (or companies that have applied for certification) in their SDP plan, then they must include dollar or percentage expenditure commitments for use of these firm(s) with or without the use of written commitments between the Bidder and the M/WBE Firm(s). A description of the ancillary uses of certified M/WBEs, if any, must be included on the SDP Plan Form.

Once an SDP Plan is submitted, negotiated and approved, the PMT will then monitor the Contractor's performance.

Resources available to assist Prime Bidders in finding potential M/WBE partners can be found at: **[SDP Procurement Resources and Guides](#)** or **www.mass.gov/sdp**.

3.9 Participation in the OSD's Annual Marketing Event, GreenSTAR

OSD hosts an annual marketing and training trade show, usually in late April or early May, to educate public purchasers and contract end-users on the commodities and services available on statewide contracts, highlight innovative environmentally preferable (green) products and provide marketing and networking opportunities to the business community. The event, recently renamed GreenSTAR, represents the blending of two highly successful long running OSD trade shows, the Statewide Training And Resource (STAR) Exposition and the Environmentally Preferable Products (EPP) Vendor Fair and Conference.

The attendees at these events have included public purchasers and contract end users representing all Commonwealth agencies, cities and towns across the state, independent authorities, higher education and eligible not for profit human and social service organizations. The venue for GreenSTAR has significant marketing value and is extremely cost effective as it provides exceptional opportunities for statewide contractors to market directly to thousands of attendees.

The GreenSTAR Exposition is scheduled each year at the Boston Convention & Exhibition Center (BCEC) and is 100% supported by statewide contractors as exhibitors. The cost to exhibit is approximately \$1100. OSD believes that the show is important because it provides public purchasers and end users with an opportunity to meet over 300 statewide contractors and receive important information on new products, particularly those that save energy, conserve water or other resources, reduce waste as well as the use of toxic substances and may also contain recycled materials. It provides statewide contractors with the unparalleled opportunity to establish and renew business relationships with existing customers and to market their business to approximately 2,000 attendees, many of whom represent potential new customers.

Please note that exhibiting at the GreenSTAR Exposition is not required and no points will be awarded to those Bidders who commit to participate. However, Bidders who indicate their willingness to exhibit at GreenSTAR in their RFR Response will be required to honor their commitment for the duration of their contract, if awarded a contract.

3.10 Requirements for Doing Business After a Contract Has Been Awarded

The requirements below are specific to the Statewide Contract, if any, awarded as a result of this Solicitation. Awarded Bidders (Contractors) must also comply with the requirements stated in Terms and Requirements Pertaining to Awarded Statewide Contracts. (Section 6.3)

3.10.1 Statewide Contract Administration Fee and Report

This Statewide Contract is subject to a 1% Contract Administration Fee, which is created pursuant to MGL c. 7, § 3B, 801 CMR 4.02 and the Transaction Fee section in this solicitation and/or incorporated by reference into Statewide Contracts with the Operational Services Division (OSD). The price stated in any Bidder's bid price and any Contractor's Statewide Contract shall be inclusive of this fee and Contractors shall not reflect this fee as a separate line item on customer invoices.

This fee will be based on 1% of the total dollar amounts, adjusted for credits or refunds, paid by Eligible Entities to the Statewide Contractor based on your statewide contract. All "Statewide Contracts" awarded and all purchase orders and purchases made pursuant to this RFR are subject to this fee regardless of whether the contract was awarded for statewide or regional coverage. Eligible entities include, but are not limited to: a) Cities, towns, districts, counties and other political subdivisions; b) Executive, Legislative and Judicial Branches, including all departments and elected offices therein; c) Independent public authorities, commissions, and quasi-public agencies; d) Local public libraries, public school districts, and charter schools; e) Public hospitals owned by the Commonwealth; f) Public institutions of higher education; g) Public purchasing cooperatives; h) Non-profit, UFR-certified organizations that are doing business with the Commonwealth; i) Other states and territories with no prior approval by the State Purchasing Agent required; and j) Other entities when designated in writing by the State Purchasing Agent. For a list of other entities that are eligible to use your specific Statewide Contract, please check the Issuers Tab for each Solicitation or Contract on Comm-PASS at www.comm-pass.com.

Note that if the 1% Administration Fee is deductible as a business expense for federal income tax purposes, it is also deductible as an expense for Massachusetts tax purposes.

Quarterly Fee Payment:

For each Payment Period, Contractor shall pay to OSD a Fee equal to one percent (1%) of the total payments (adjusted for credits or refunds) received from all Eligible Entities that have purchased from the Contractor pursuant to this Agreement. All payments will be based on full calendar quarters (Payment Periods) and must be received by OSD on or before 45 days after the last day of the Payment Period (as specified below) or a contractor will be considered in breach of contract:

Quarter	Payment Period	Quarterly Payment Due Date
First Quarter	January 1st – March 31st	May 15th
Second Quarter	April 1st – June 30th	August 15th
Third Quarter	July 1st – September 30th	November 15th
Fourth Quarter	October 1 – December 31st	February 15th

Quarterly payment will include any periods less than a full calendar quarter if a contract does not start at the first day of a quarter or end on the last day of the quarter.

Payments are to be made by check made payable to the "Operational Services Division, Comm. of Mass." and mailed to: Operational Services Division, Attn: Contract Admin. Fee, One Ashburton Place, Room 1017, Boston, MA, 02108. Please include the following information in the memo field of each check: 1) "Contract Administration Fee", 2) the Statewide Contract Number and 3) your Commonwealth of Massachusetts Vendor Code (VC) number. Please do not list social security numbers on the check. If

the total Administration Fees due for the Payment and Reporting Period (see Quarterly Reporting below) are less than \$50, a Statewide Contractor may carryover that balance to the next Payment and Reporting Period until the cumulative amount owed is \$50 or greater.

Quarterly Reporting:

Contractor shall submit one Statewide Contractor Administration Fee Report for each Statewide Contract for each Payment Period, even if no payment is due for the Payment Period. The Statewide Contractor Administration Fee Report for the applicable payment period must be completely filled out and signed by the Statewide Contractor under pains and penalties of perjury.

Audit:

During the term of this Agreement and for a period of six years thereafter, the Operational Services Division, its auditors, the Office of the Inspector General or other authorized representatives shall be afforded access at reasonable times to Contractor's accounting records, including sales information on any system, reports or files, in order to audit all records relating to goods sold or services performed pursuant to this Agreement. If such an audit indicates that Contractor has materially underpaid OSD, then the Contractor shall remit the underpayment and be responsible for payment of any costs associated with the audit.

Other Terms:

- Contractors are responsible for compliance with all other contract reporting requirements including, but not limited to, contract detailed spend Supplier Diversity Program (SDP) and other contract reports, as required by this contract.
- All amounts payable by the Contractor to OSD under this Agreement that are not received by the due date specified shall bear simple interest from the date due until paid. The Late Payment Interest Rate is set by the Office of the State Comptroller on an annual basis and can be found by selecting the fiscal year in question on the [Comptroller's Fiscal Year Updates](#) webpage.
- In the event of the Contractor's breach of this policy including, but not limited to, non-reporting, non-payment, late reporting/payment, under-reporting/payment, the Commonwealth reserves the right to pursue any and all recourse and penalties available including, but not limited to, contract suspension and contract termination. The Commonwealth is allowed to suspend, terminate or debar pursuant to [Massachusetts General Laws Chapter 29, Section 29F](#), as amended, and pursuant to Section 4 of the [Commonwealth Terms and Conditions](#). In addition, in the event the Contractor fails to make any payment when due, the Contractor shall be liable to the Commonwealth for all expenses, court costs, and attorneys' fees (including inside counsel) incurred in enforcing the terms and conditions of this Agreement.

3.10.2 Security and Confidentiality

The Contractor shall comply fully with all security procedures of the Commonwealth and Commonwealth Agencies in performance of the Statewide Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, authorized dealers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the Commonwealth Agency.

3.10.3 Contract Management

3.10.3.1 Commonwealth Contract Manager

The contact on the Issuer tab for this Contract on Comm-PASS is the Commonwealth Contract Manager. All Statewide Contract questions must be directed to the Commonwealth Contract Manager. The OSD Contract Manager shall have the final authority in all operational matters pursuant to the Contract. The OSD Contract Manager, in consultation with the PMT, must approve in advance any proposed substitutions, additions or modifications to this Contract.

3.10.3.2 Contractor Account Team

3.10.3.2.1 Single point of contact (Contractor's Contract Manager)

The Commonwealth requires that each bidder provide a single point of contact resulting from this RFR. The individual named on the Standard Contract Form as "Contract Manager" will be responsible for the proper operation and administration of the Contract by the Contractor, its agents and any and all subcontractors (including contiguous states). The Contract Manager will be required to provide all periodic reports required under various sections of this RFR and to serve as the liaison between the Contractor, and OSD and the Eligible Entities.

3.10.3.2.2 Replacement of Contractor staff

If the Contractor's Contract Manager leaves the employment of the Contractor, or ceases to perform that role relative to the Contract, the Contractor must offer a replacement to the Commonwealth Contract Manager within ten (10) business days.

It is the Contractor's responsibility to ensure continuity of Contract Management role. If the Contractor's Contract Manager leaves, email and phone calls should be forwarded to someone knowledgeable about the Contract until a replacement is appointed. The Contractor is also responsible for maintaining a copy of the Contract, for submitting reports as required, and otherwise remaining in compliance with the Contract.

The PMT may require the Contractor to relieve the Contract Manager if in their opinion it appears that:

- The Contract Manager does not perform at the applicable skill level specified in the Contract;
- The Contract Manager does not deliver work which conforms to the performance standards of the Contract; or
- Personality conflicts with the PMT hinder the effective functioning of the Contract.

3.10.3.2.3 Change Notification

Changes to the Contractor's contact information, company name, legal address, payment address, tax identification number, authorized signatories, SOMWBA-certification status, or EFT information must be promptly reported via email to the Commonwealth Contract Manager. In some cases additional paperwork will be required to effect the change.

If the Contractor is acquired by another company, the PMT will determine whether or not to offer the acquiring company a place on the Statewide Contract.

3.10.3.2.4 Timely response to requests

The Contractor's Contract Manager shall respond within five (5) business days in writing unless instructed otherwise, to all information requests from the Commonwealth Contract Manager.

3.10.3.2.5 Meetings

The Contractor's Contract Manager will attend meetings at the Operational Services Division or at other sites, if required by the Commonwealth Contract Manager. The Contractor's Contract Manager will be responsible for arranging the attendance of representatives of subcontractors if requested to do so.

3.10.3.3 Report Requirements

The Bidder must agree that if awarded a Contract resulting from this RFR, the Contractor will submit reports to the Commonwealth Contract Manager.

3.10.3.3.1 Report Format and Submission

A report template(s) will be provided for report(s) submission(s). The report must be submitted in spreadsheet format or as directed in the template, rather than as a PDF or any file type other than as directed in the template. Completion and submission instructions will be included in the template.

3.10.3.3.2 Contractor Activity Report

The Contractor must provide, to the OSD Contract Manager, semi-annual and annual reports of all product purchases made under the Contract. The Contractor must provide the OSD Contract Manager with information on purchases of environmentally preferable products made by Commonwealth Eligible Entities upon request. The reporting requirements outlined herein can be, if required by the OSD Contract Manager, modified to facilitate the Commonwealth's needs.

Failure to meet the reporting requirements established herein may result in contract termination.

The following list represents information that must be included in semi-annual and annual reports, and identified for each category awarded:

- Total dollars spent in each category of the Contract, separated by Commonwealth fiscal years (July 1 to June 30).
- Total equipment, supplies and service dollars spent in each category of the Contract by individual Agencies, Cities, Towns, Political Sub-divisions, and other Eligible Entities with each ordering category totaled individually.
- Total detailed list of each item purchased during the reporting period and maintained "year to date" (Y-T-D) including all lease end dates.
- A breakout of recycled and environmentally preferable product purchases by Commonwealth Eligible Entities within the individual categories (with information on current and/or potential savings if requested).
- Proof of Deliveries must be maintained for a minimum of eighteen (18) months after deliveries

The Annual Report will include all information previously submitted in the Semi-annual report along with the new information for the second half of the Fiscal Year.

3.10.3.3.3 Supplier Diversity Program report

For each subcontract and ancillary service SDP partner, Bidders must provide the name of the SOMWBA-certified company and the amount expended on subcontracting or ancillary services with that company during the reporting period. This report must also include total OFF32 income for the reporting period. Total SDP expenditures must be calculated and the percentage of total OFF32 income represented by the SDP expenditures must be reported.

3.10.3.3.4 Additional information as required on the report template

Report templates will be posted on Comm-PASS. If additional information to that listed above is requested on the report template, Contractors must provide this information if it is available.

3.10.3.3.5 Report Due Dates

Reports on activities occurring 7/1 through 12/31 are due 1/31 of the following calendar year. Reports on activities occurring 1/1 through 6/30 are due 7/31 of the same calendar year. (These reports will include data submitted for the previous report period.)

3.10.3.3.6 Late Reporting

Companies which do not submit reports as required by the report due dates will be subject to financial assessments, unless they have requested and obtained an extension. Each week the report is late may incur an assessment of up to \$500. Unless otherwise specified by the Commonwealth Contract Manager, the amount of the assessment will be credited by the Contractor towards purchases by an Eligible Entity. Repeated or protracted delays in reporting may result in Contract termination.

3.10.3.3.7 Statewide Contract Administration Fee Quarterly Report

Contractor shall submit one Statewide Contractor Administration Fee Report for each Statewide Contract for each Payment Period, even if no payment is due for the Payment Period. The Statewide Contractor Administration Fee Report for the applicable payment period must be completely filled out and signed by the Statewide Contractor under pains and penalties of perjury.

3.10.4 Website Pages

3.10.4.1 Dedicated Contract Website

It is **required** that the awarded Contractor(s) develop website pages to be utilized by the OSD Contract Manager, PMT and Eligible Entities, within **60 days** after contract award, to advertise the contract pricing and terms and conditions. The intent of this requirement is to have a functional website within 60 days. First draft of website must be submitted within 30 days of contract award. The website page **must be approved** by the OSD Contract Manager and the PMT, prior to publication, and during the contract term when changes/updates are necessary. The website page **must** be accessible by all Eligible Entities without the need of a password.

The OSD Contract Manager and the PMT reserve the right to request modifications to the website pages during the term of the contract. Any modifications, changes or updates **must** be reviewed and approved by the OSD Contract Manager and PMT prior to publication. Non-compliance with this requirement will result in a penalty assessment negotiated by the OSD Contract Manager, PMT and Contractor.

Equipment Website (Categories 1, 2 & 3):

The website page should include the following:

- Display only approved OFF32 Contract items
- Provide no disclaimers or offers that are inconsistent with the Contract
- Active and approved Contractors Cost Sheets by Category and Model Numbers
- Archive Section for prior approved Contractors Cost Sheets by Category and Model Numbers for equipment no longer available
- Detailed Equipment Specifications by model numbers
- ADA Compliant
- Supplier Diversity Partnership (SDP) agreement with SDP Partners contact information; Company Name & Address, Contract Name, Telephone #, Fax # and E-mail address
- Equipment Confirmation Form in word and PDF formats
- Training contract highlights with contact information i.e. Name(s), Telephone #'s, E-mails
- Operating Manuals
- Installation contract highlights
- Related Links section to include a link to the OFF32 main page, Link to the OFF32 OSD Update once it is released;

- Promotional Section to highlight any **approved** contract promotions
- How to Buy Section to highlight how to utilize the contract. Including current Telephone, Fax and E-mail information for the Contractor(s) Contract Manager, Sales, Service and Customer Service personnel dedicated to the contract
- Environmental Information Section: including, but not limited to, the following topics:
 - 1) Information and benefits of operating equipment features that allow savings of energy (e.g. EnergyStar), paper (e.g. duplexing, printing multiple pages on a single sheet,) and supplies (e.g. draft printing)
 - 2) Use and benefits of remanufactured consumables, including information on ASTM compliance, Material Safety Data Sheets (MSDS) for supplies.
 - 3) Contractors' current and future environmental commitment(s), policies and initiatives (e.g. packaging reduction, toxics reduction, equipment end-of-life management.) and other relevant topics.
 - 4) Include a description of their recycling program(s) for supplies and equipment

Service Website (Category 4):

The website page should include the following:

- Display only approved OFF32 Contract items
- Provide no disclaimers or offers that are inconsistent with the Contract
- Active and approved Contractors Cost Sheets
- Archive Section for prior approved Cost Sheets
- ADA Compliant
- Related Links section to include a link to the OFF32 main page, Link to the OFF32 OSD Update once it is released;
- Promotional Section to highlight any **approved** contract promotions
- How to Buy Section to highlight how to utilize the contract. Including current Telephone, Fax and E-mail information for the Contractor(s) Contract Manager, Sales, Service and Customer Service personnel dedicated to the contract

Supplies Website (Category 5):

The website page should include the following:

- Display only approved OFF32 Contract items
- Provide no disclaimers or offers that are inconsistent with the Contract
- Active and approved Contractors Cost Sheets
- Archive Section for prior approved Cost Sheets
- ADA Compliant
- Supplier Diversity Partnership (SDP) agreement with SDP Partners contact information; Company Name & Address, Contract Name, Telephone #, Fax # and E-mail address
- Related Links section to include a link to the OFF32 main page, Link to the OFF32 OSD Update once it is released;
- Promotional Section to highlight any **approved** contract promotions
- How to Buy Section to highlight how to utilize the contract. Including current Telephone, Fax and E-mail information for the Contractor(s) Contract Manager, Sales, Service and Customer Service personnel dedicated to the contract
- Environmental Information Section: including, but not limited to, the following topics:
 - Use and benefits of remanufactured consumables, including information on ASTM compliance, Material Safety Data Sheets (MSDS) for supplies, etc.

- Contractors' current and future environmental commitment(s), policies and initiatives (e.g. packaging reduction, toxics reduction, equipment end-of-life management, etc.) and other relevant topics.
- Include a description of their recycling program(s) for supplies and equipment on their website

3.10.4.2 Online Ordering Capability - Categories 2 & 5

Awarded Contractors are encouraged to provide an online ordering website. This website should be available for publication within 60 days after Contract execution and can be either a link from their OFF32 dedicated website page or a separate website. The PMT must approve the online ordering website prior to publication/installation. Any changes or updates to this online ordering website during the term of this contract must be approved by the PMT prior to publication/installation. The online ordering website page should be accessible by all Eligible Entities at no additional cost. Contractors are required to provide training statewide to any Eligible Entities who request training at no additional cost.

The online ordering website page should include the following minimum functionality, except for features identified as "desirable":

- Display only OFF32 contract items
- ADA Compliant
- Ability to provide a clear description manufacturer name, part number, the unit of measure, and cost
- Provide no disclaimers or offers that are inconsistent with the Contract
- Search capability by product type, type of item, manufacturer, manufacturer part number #, and keyword description;
- Ability to search within results
- Provide capability to enter multiple "Ship To" addresses within one order;
- Ability to define symbols when the cursor hovers over them
- Provide a comment field where a user can enter comments for each line item of an order
- Provide a preview of past order contents when the user rolls the cursor over the order number
- Ability for Eligible Entity to save their "Favorites List"/"Shopping Cart" of most commonly purchased items
- Ability to provide a workflow approval process for a minimum of 3 (three) approval levels. More than 3 (three) approval levels are **desirable**
- **Desirable:** Ability to store a list of the user's machines once they have been defined
- **Desirable:** Provide chat functionality
- **Desirable:** Ability to provide order tracking and delivery status
- **Desirable:** Ability to provide machine matching, i.e., to display supplies compatible with a photocopier, printer or fax when the user identifies the machine.

The PMT reserves the right to request modifications to the website page during the term of the Contract. Any modifications, changes or updates must be reviewed and approved by the PMT prior to publication. Non-compliance with this requirement may result in a penalty assessment, contract suspension or contract termination.

3.10.5 Orders (Contractor's Interface with Eligible Entities)

3.10.5.1 Request For Quotes

Eligible Entities are encouraged, however not required to obtain quotes from multiple Statewide Contractors prior to issuing an order.

3.10.5.2 Shipping, Delivery and Acceptance

Contractor(s) must be able to deliver equipment supplies and have service available statewide.

The Contractor(s) shall furnish equipment within fifteen (15) to twenty (20) business days after receipt of written order or a delivery time mutually agreed upon by the Eligible Entity and the Contractor. Contractors must notify the Eligible Entity in advance of delivery of equipment so that the Eligible Entity can make necessary delivery and installation arrangements. The Contractor must coordinate the delivery of **both** their equipment and related start up supplies necessary to operate the equipment, to arrive simultaneously or within a mutually agreed upon time frame. Delivery shall be made in accordance with instructions (time and quantities ordered) from the Eligible Entity in reference to a Purchase Order Number. If there is a discrepancy between the purchase order and what is listed on the contract, it is the Contractor's obligation to seek clarification from the Eligible Entity and, if necessary, from the OSD Contract Manager.

All deliveries and installation work shall be performed during regular working hours, usually 8:00 A.M. to 5:00 P.M. E.S.T. Monday through Friday. Changes thereto may be granted with written approval of the Eligible Entity. **Any delivery required to be performed after working hours or on Saturdays, Sundays or legal holidays, as may be reasonably required consistent with contractual obligations and agreeable to both the Contractor and the Eligible Entity, shall be performed at a negotiated additional expense to the Eligible Entity.** The Contractor shall obtain prior approval from the Eligible Entity for performance of work after regular working hours or non-regular workdays at least 24 hours prior to the commencement of overtime, unless such overtime work is caused by an emergency.

The Contractor shall be responsible for the delivery of equipment in first class condition at the point of delivery; and in accordance with good commercial practice. Contractors will also be responsible for the removal of all package material from the premises.

- Packing for shipment shall be provided to adequately protect the product and ensure safe shipment.
- Shipping cases shall be marked to show the name of the Contractor/Manufacturer's, name and address of receiving Eligible Entity and Purchase Order number.

Equipment provided must be strictly in accordance with those contained in contract award. Eligible Entities are authorized to order and Contractors are authorized to ship only those items approved and on contract. If a review of orders placed by any Eligible Entity reveals that items other than those approved and on contract has been ordered and delivered, the OSD Contract Manager will take such steps as are necessary to have the items returned by the Eligible Entities, regardless of the time lapsed between the date of delivery and discovery of the violation. Full credit will be required. Violation may result in the suspension of the offending Contractor for a period determined by the OSD Contract Manager and PMT.

3.10.5.3 Equipment Confirmation Form (Attachment D) (Required for Categories 1 and 3, Recommended for Category 2)

The Eligible Entity and the Contractor must complete the equipment confirmation form prior to issuing an order (Equipment Lease/Purchase/Rental). Itemized detailed quotes must be supplied to all Entities interested in procuring from this contract. Contractors may not require an Eligible Entity to execute any

additional documents or paperwork for an outright purchase, term lease or rental. Any additional documents or paperwork executed by an Eligible Entity and/or Contractor will be considered void.

3.10.6 Invoice and payment specifications

Invoices shall be submitted directly from the Prime Contractor, Leasing Company or Supplier Diversity Program Partner, with a direct pay relation, approved by the OSD Contract Manager and PMT.

Categories 1, 2, 3, & 4

- Billing for Maintenance/Service must be done at a minimum monthly, and it is highly desirable if it can be done quarterly, semi-annually or annually upon the Eligible Entities request.
- Bidders may be required to provide, upon request of the Eligible Entity, consolidated billing. All equipment, supplies and service invoices must have a separate line item within the invoice for all three elements or a separate invoice for each of the three elements.
- Invoices are not due and payable until successful receipt and acceptance of goods verified by the Eligible Entity.
- Invoices for new equipment are not payable until services are rendered and equipment is in working order as indicated by signed acceptance of equipment delivery, start up supplies, installation, training on the Equipment Confirmation Form.
- Invoices for service are not payable until services are rendered and equipment is in working order.

Category 5

- Billing for supplies **must** be done at a minimum per order. It is **desirable** for the Bidder to have the capability to invoice electronically to the Eligible Entities upon request.
- Contractors may be required to provide, upon request of the Eligible Entity, consolidated billing. All supply invoices **must** have a separate line item identifying the account and the appropriate line item detail for the particular order and delivery.
- Invoices **must** clearly identify the prompt pay discount (PPD) available upon acceptance of the delivery or receipt of invoices whichever date is later.
- If Bidder offers Dock Delivery Discount, the invoices **must** clearly identify the dock delivery discount (DDD) if the Eligible Entity has chosen that form of delivery upon placement of order.

3.10.6.1 Billing/Invoicing

Accurate and timely billing for products and services under this statewide contract used by the Eligible Entities is of utmost importance. Eligible Entities do not have the human resources to continually verify and correct erroneous bills from Contractors. Incorrect or tardy invoices affect all aspects of the Eligible Entities existing budgets, spending, allocation of funds and fiscal year planning.

Consistent and continual erroneous or untimely billing will not be tolerated. Such behavior on the part of the Contractor may result in the removal of the Contractor from the existing contract for poor performance.

In an effort to ensure prompt resolution of any invoicing the Contractor must agree to provide:

- Customer Service Billing Representatives who are trained in and familiar with the terms and conditions of the OFF32 procurement requirements and the Contractors' billing system.

- Customer Service Billing Representatives which will be available to resolve outstanding billing issues. The Bidder **must** describe, in its response, how it will provide such billing support to Purchasing Entities.
- Primary and secondary Customer Service Billing Representatives Contacts, to each Eligible Entity, including contact telephone numbers, facsimile numbers and e-mail addresses for each.
- The Bidder **must** agree that invoices to the Eligible Entity for products and/or services delivered in the current fiscal year (July 1st to June 30th) are reconciled by July 30th to ensure payment from appropriate budgets.
- The Contractor **must** not submit invoices for products which do not fall under RFR Section 1.1 Procurement Scope and Description. Invoices that contain charges for products which have not been previously approved by the PMT will not be honored.
- The Contractor **must** not submit invoices that include costs that have been increased over those proposed in the Cost Tables during the course of this contract.
- The Contractor **must** provide an invoice that list the items purchased in a clear, understandable manner. The invoice **must** include the quantity of each item, a description of each item and the cost for each item in a simple report format understandable to the "lay person". The use of "codes" in place of product description will not be acceptable in the Contractor's invoice although the Contractor may list associated billing codes for its own use.

3.10.6.2 Incorrect Invoices

In compliance with the Office of the State Comptroller's Expenditure Guidelines, Agencies may apply reasonable standards of invoice verification.

- Incorrect invoices from Contractors, whether paper or electronic documents, should be returned to and corrected by the Contractor and not adjusted by the Agency staff.
- There **must** be evidence of a permanent solution of the error condition. Non-recurrence of the error condition will be considered an acceptable solution.
- If the error is found to be inherent in the Contractor's billing system, a correct bill is still required.

3.10.6.3 Payments to Vendors

It is required that payments received by the Contractor be appropriately posted to the specific contracting Agency's account for which the payment was received. The Contractor must not create a single "Commonwealth of Massachusetts" account to which it will post received payments.

The Bidder must describe, in the response, how payments received are posted to the specific Eligible Entity's account. The Contractor is required to provide, at the request of the Eligible Entity, written reports to demonstrate the Contractor's account receivables procedures including a payment history of the Eligible Entity.

3.10.7 Security Deposit or Additional Insurance

A Contractor may not charge an Eligible Entity a security deposit or additional insurance for any commodity or service under this Statewide Contract.

3.10.8 Performance Measurements

The Commonwealth is endeavoring to deliver the best value Contract to facilitate the needs of our customers. However, it is important to measure the Contractor's performance to ensure that the Contract

is in compliance with what has been requested and what the Contractor has offered in this RFR. The Commonwealth recognizes that it is important to establish a partnership with the Contractor but the Commonwealth must put in place performance requirements to safeguard and ensure Contract performance.

The PMT has established the following criteria to monitor bidder performance for this contract. The measurement will be satisfactory or unsatisfactory. The following sections of specific performance areas will be subject to measurement:

3.10.8.1 Customer Satisfaction

It is required that the Contractor maintains customer satisfaction in the following areas:

- Customer Service: Including but not limited to timely response to shipping or billing inquiries. Service response by technicians as detailed in the RFR.
- Sales Support in representing the contract terms and conditions including accurate price quotes, as well as accurate representation of equipment features, to an Eligible Entity.
- Technical Support for equipment and network support

3.10.8.2 Supply or Service Satisfaction

In the event that any equipment is inoperative due to defective supplies or poor service provide by the service technician, through no fault or negligence of the Eligible Entity, the Eligible Entity reserves the right to require a Contractor to replace the supplies and provide the maintenance cost directly to a third party of the Eligible Entities choice in an effort to have the equipment functioning properly. The Contractor will be notified in writing of the deficiency. After such notice, the Contractor must remove and replace the defective product(s) within ten (10) business days, at no cost to the Eligible Entity. Also, the Contractor must show evidence that the service technician(s) is either retrained or removed from the account. Failure to respond in good faith may result in termination of the contract.

It is understood that equipment failure may not be attributed to the use of recycled paper and/or recycled/remanufactured supplies, as long as those products meet the specifications set by the Commonwealth.

3.10.8.3 Replacement of Unsatisfactory Supplies

Any Contractor shall grant a full credit to the Eligible Entity for any supplies, which fails to perform at an effectiveness level within the equipment

3.10.8.4 Supplier Diversity Program Compliance

Commitments made by each of the awarded bidders will be monitored and incorporated in each bidder's performance measurement criteria. Measurement criteria are to be determined according to each individual bid proposal.

3.10.8.5 Complaints

It is required that Contractors accept the provisions of this RFR in its entirety. Complaints may be generated and submitted in writing to the Contractor Manager by Eligible Entities and other bidders.

The OSD Contract Manager may also submit complaints in writing to contract bidders for immediate resolution pertaining to any condition of compliance with contractual provisions.

Immediate attention and resolution given to complaints and the number of complaints filed will be the criteria used for measuring performance in this section.

3.10.8.6 Unsatisfactory Performance Remedies

Failure to maintain a satisfactory rating yearly or per written incident will result in a negotiated penalty between the OSD Contract Manager, PMT and Contractor. The following is a list of penalties for unsatisfactory performance which the OSD Contract Manager, with the consultation of the PMT, may utilize dependent upon the degree of unsatisfactory performance. This list is only an example and does not limit the OSD Contract Manager and PMT from creating additional penalties more appropriate for the individual situation.

- Free Service maintenance for the Eligible Entity(ies) affected by the unsatisfactory service response for a period of time and the value negotiated by the OSD Contract Manager, PMT and Contractor.
- Free Supplies for the Eligible Entity(ies) affected by the poor service response for a period of time and the value negotiated by the OSD Contract Manager, PMT and Contractor
- Service value credit per incident, per piece of equipment for non-performance.
- Suspend the Contractors ability to sell equipment in one or more categories.
- Terminate the Contractors contract in one or more categories.
- The OSD Contract Manager and PMT reserve the right to make additional awards in a category or sub-category if it is determined that current Contractors are not providing adequate service maintenance as determined by the OSD Contract Manager and PMT.

Contractor performance will be measured on an annual basis or as determined by the OSD Contract Manager and PMT. If a Contractor has not performed as required by the contract terms and conditions, action shall be taken to determine contract suspension, exercise of option to renew and/or contract termination. Satisfactory performance rating is one element utilized in the decision process for renewals.

4 EVALUATION CRITERIA

Bidder scores will be used to rank Bidders and will determine which Bidders will proceed to subsequent stages of the evaluation and/or enter into negotiations with the Commonwealth to receive a Contract award. Responses will be evaluated and awards made which will represent **"The Best Value to the Commonwealth of Massachusetts"**.

4.1 Mandatory requirements

Mandatory Specifications must be met in order for a Bid to be evaluated and may be used to disqualify Bidders. In addition, certain mandatory specifications have desirable components to them that may be evaluated by the PMT. The PMT reserves the right, in its discretion, to determine if non-compliance with a Mandatory Specification is insignificant or can be easily corrected.

Solicitation sections that include terms such as: "must", "shall", "will" and "required" are "mandatory." Failure to meet the requirements of a mandatory specification without providing an alternate that is acceptable to the evaluators may result in the disqualification of a Bidder's proposal.

4.2 Desirable specifications

Desirable specifications will be reviewed according to the Evaluation Criteria.

4.3 Evaluation Components

The following components will be some of the criteria (including, but not limited to) considered by the team when evaluating each Response/bid:

- Price
- Supplier Diversity Program Plan (minimum of 10% weight)
- Company experience
- Financial stability including bankruptcy, litigation and contract defaults
- References and reference information and/or requirements
- Environmental specifications
- Other desirable or optional specifications

5 HOW TO SUBMIT A BID RESPONSE

All Bidders may begin creating and compiling response materials as soon as the Solicitation containing files on the Forms & Terms tab and the Specifications tab is in an OPEN Document Status. When submitting response materials prior to the Solicitation Close Date, the ability to upload documents is only available to active SmartBid account holders after the Solicitation Amendment Deadline has passed. Once the Solicitation Close Date and Time has passed, interested Bidders will be unable to submit a Response online.

5.1 Bid Response Method

Online Bid Submission via SmartBid is required to eliminate direct and indirect costs associated with the production, delivery/receipt, storage and management of traditional paper bids incurred by Bidders, the Operational Services Division, and the Commonwealth of Massachusetts. Bids submitted via the SmartBid tools also promote environmental conservation and preservation by eliminating printed materials as well as fossil-fuel consumption associated with delivery. All Bidders must submit Responses online using tools available to Comm-PASS SmartBid Subscribers only.

Comm-PASS SmartBid requires an annual subscription. To subscribe, go to www.comm-pass.com. Complete the SmartBid subscription process by selecting the JOIN tab from the main navigation bar to review subscription benefits, submit payment by credit card, and create a custom account.

Bidders who wish to claim financial hardship in relation to the \$275 annual subscription fee must email the Procurement Team Leader identified on the Solicitation's Issuer tab at least four business days prior to the Solicitation Close Date. This email must include the Bidder's gross annual income during the Bidder's most recently completed fiscal year and the reasons why the \$275 subscription fee would represent a hardship. Financial hardship claims will not be considered for Bidders whose gross annual income is \$100,000 or more. If the email is not acknowledged within one business day, it is the Bidder's responsibility to contact the Comm-PASS Helpline (1-888-627-8283). The Procurement Management Team may request additional information to make a determination regarding financial hardship. Bidders who have not claimed financial hardship at least four business days prior to the Solicitation Close Date, or whose claim has been denied, must pay to subscribe in order to submit a Response. It is the Bidder's responsibility to manage and maintain their subscription account. All Bidders who are awarded a contract resulting from this RFR, if any, will be required to maintain a paid, active subscription account during the duration of the Contract.

5.2 SmartBid Training

Training sessions targeting the online submission tool, if offered, are noted in the [Procurement Calendar](#).

5.3 SmartBid Support

Technical assistance is available during the procurement process. Every effort is made to respond to inquiries within one business day.

Website: Go to www.mass.gov/osd and select the Comm-PASS Resource Center link offered within the Conduct a Procurement menu.

Email: Send inquiries to the Comm-PASS Helpdesk at comm-pass@state.ma.us

Telephone: Call the Comm-PASS Helpline at 1-888-MA-STATE (1-888-627-8283). The Helpline is staffed from 7:30 AM to 5:00 PM Monday through Friday Eastern Standard or Daylight time, as applicable, except on federal, state and Suffolk county holidays.

Bidders are advised that Comm-PASS will be unavailable during regularly scheduled maintenance hours as displayed under the "Comm-PASS System Availability" link offered at the bottom of any Comm-PASS page.

5.4 Bid Response Deadline

All Bids must be received by the Operational Services Division before the specified date, month, year and time displayed on the Solicitation's Summary page within the Close Date field. Times are Eastern Standard/Daylight Savings (US), as applicable. All Bidders are advised to allow adequate time for submission by considering potential online submission impediments like Internet traffic, Internet connection speed, file size, and file volume. OSD is not responsible for delays encountered by Bidders or their agents, or for a Bidder's local hardware failures, such as computers or related networks, associated with bid compilation or submission. Bids submitted via SmartBid are time stamped by the Comm-PASS system clock which is considered the official time of record.

5.5 Bid Package

Bidders submitting via SmartBid must name their Response by entering <BidderName_RFR_OFF32> in the Response Nick Name field in Step 3 of the submission wizard.

5.6 Bid Response Contents

Bidders must comply with the requirements below.

5.6.1 RFR Submission Checklist

Procurement Management Teams seek to reduce the number of Bidder disqualifications based on incomplete submissions. Therefore, Bidders must complete and submit the RFR Submission Checklist and all documents referenced in the Checklist. By submitting the RFR Submission Checklist with a response, Bidders agree to all specifications on Comm-PASS for this Solicitation, including the RFR and all the documents within all the tabs, including the Forms & Terms tab and the Specifications tab, and the Solicitation's related Forum, if any.

5.6.2 Additional Bid Response Terms

5.6.2.1 Prohibition regarding contract terms

Bidders must not, as part of their bid Responses, propose additional contractual terms, or supplemental or clarifying language pertaining to contractual terms, even if the proposed additions/clarifications are not in conflict with the Commonwealth Terms and Conditions, the Standard Contract Form, or other documents comprising this RFR. It is essential for Contracting Departments that all contractors' Statewide Contracts can be depended upon to incorporate the same terms and only those terms.

5.6.2.2 Bidder Response Form

All specifications of this RFR that are not mandatory such as those specifically identified as "optional," "desirable" or in other terms indicating that the specification is not mandatory must have a response within the Bidder Response Form provided on Comm-PASS for this solicitation in order to be evaluated. Most items within the Bidder Response Form will be scored to determine the apparent successful bidders. The PMT does not want and will not read, consider or evaluate a line by line response to this RFR.

5.7 Bid Response Materials

5.7.1 Electronic Signatures

Bids submitted via SmartBid must be signed electronically by the Bidder or the Bidder's Agent by selecting the Agree to All link in Step 2 of the Online Submission wizard. By selecting "Next Step" on the "Forms & Terms" tab after acknowledging all of the forms on that tab, the submitter attests that s/he is an

agent of the Bidder with authority to sign on the Bidder's behalf, and that s/he has read and assented to each document's terms.

5.7.2 Ink Signatures

Original ink signatures are required only after contracts have been awarded. The Commonwealth of Massachusetts requires Contractors to submit original ink-signature versions of the following forms:

- Standard Contract Form
- Commonwealth Terms and Conditions
- Contractor Authorized Signatory Listing
- Request for Taxpayer Identification and Verification (Mass. Substitute W9 Form).

Successful Bidders who signed these forms electronically via SmartBid online submission tools must still submit the above forms with ink signatures within seven (7) calendar days of award notification or their contract may not be executed by the Commonwealth. Bidders who have previous contract(s) with the Commonwealth and have up-to-date, ink-signature versions of the Commonwealth Terms and Conditions and Request for Taxpayer Identification and Verification (Mass. Substitute W9 Form) on file with the Office of the State Comptroller may submit copies of the signed forms. However, a new Standard Contract Form and Contractor Authorized Signatory Listing with original ink signatures must be submitted for each new contract with the Commonwealth.

5.8 Limits and Restrictions

5.8.1 File Naming Conventions

Files submitted via SmartBid must use the file names specified in the Checklist. The Description entered during the file upload process ensures each file is readily identified by Company Name and content. The File Name assigned by the Bidder as stored on their computer or network must be structured such that each file can be processed by the upload tool. The upload tool will reject any file name that includes spaces or symbols, like the brackets [] some systems apply when files are downloaded from the Internet.

5.8.2 File Size Limits

The system will not accept files that approach or exceed 10 MB. If a large file fails to upload, the Bidder must save the contents as multiple files. Note the naming convention used above which illustrates distinguishing multi-part files through use of Part 1, Part 2, etc. If a large file fails to upload, bidders must break up the file and append _Part1, _Part2 to the end of the Description and File Name.

5.8.3 Duplicate File Names Not Accepted

Once a file has been submitted, Comm-PASS will not accept another file with the same name. This is the case even with files that are modified or have been withdrawn. If it is necessary to resubmit a file, add an underscore and numeric suffix to the company name, for example, CompanyName_2_FootCat.

5.8.4 File Format Restrictions

Bidders must submit file formats readable by MS Word 2000 or later, or by Adobe Acrobat Reader or MS Excel.

All scanned documents must be in .pdf or .gif format, and must be scanned in such a way that they can be read on a computer monitor and printed on 8-1/2" x 11" paper, unless otherwise specified. Forms provided for the Bidder to complete, with the exception of the standard Forms located on the Solicitation's Forms & Terms tab, must be completed and submitted in their original formats, NOT scanned and submitted as PDF or other file types.

5.8.5 Documents and items that can not be submitted electronically

Documents and items that can not be submitted electronically, like confidential business references submitted by the reference, or requests for material samples, respectively, must be submitted to the address of the contact listed in the Issuer(s) tab on Comm-PASS in accordance with all of the Bid submission requirements including Bid Response Deadline, Bid Package and Environmental Response Submission Compliance provisions.

5.9 Withdrawing a Response

5.9.1 Prior to Close Date

Bids may be withdrawn using the Withdraw icon offered on the subscriber's Response Desktop.

5.9.2 After Close Date

No Bid can be withdrawn after the Close Date. If the Bidder wants to remove a Response from consideration, contact the Procurement Team Leader for guidance.

6 APPENDIX 1 – REQUIRED TERMS FOR ALL STATEWIDE RFRS

The terms of 801 CMR 21.00: Procurement of Commodities and Services are incorporated by reference into this RFR. Words used in this RFR shall have the meanings defined in 801 CMR 21.00. Additional definitions may also be identified in this RFR. Unless otherwise specified in this RFR, all communications, Responses, and documentation must be in English and all cost proposals or figures in U.S. currency. All Responses must be submitted in accordance with the specific terms of this RFR.

6.1 General Procurement Information

6.1.1 Alterations

Bidders may not alter (manually or electronically) the Solicitation language or any Solicitation component files, except as directed in the RFR. Modifications to the body of the Solicitation, specifications, terms and conditions, or which change the intent of this Solicitation are prohibited and may disqualify a Response.

6.1.2 Bidder's Contact Information

It is the Bidder's responsibility to monitor the email address provided in the Solicitation for the Bidder's contact person. The PMT may need to contact the Bidder's contact person with clarification requests or for other reasons. The PMT and the Commonwealth assume no responsibility if a Bidder's designated email address is not current, or if technical problems, including those with the Bidder's computer, network or internet service provider (ISP), cause e-mail communications between the Bidder and the PMT to be lost or rejected by any means including email or spam filtering.

6.1.3 Comm-PASS SmartBid Subscription

As specified in the RFR Section entitled Bid Response Method, Bidders must have or activate a SmartBid account in order to submit a Response. A SmartBid subscription also provides value-added features, including automated email notification associated with postings and modifications to Comm-PASS records. When properly configured and managed, subscribers who login to SmartBid access:

- A secure desktop with Items I'm Tracking tools for efficient record management
- A customizable profile reflecting the subscriber's product/service areas of interest
- Full-cycle, automated email alert whenever any record of interest is posted or updated
- A custom listing in the public Business Directory, an online "yellow-pages" advertisement

Bidders who activate a SmartBid account are required to provide a valid email address in order to receive notifications. Bidders responding to this RFR agree to:

1. alert the procurement manager by email if the email address used within the SmartBid account:
 - differs from the email address for public display in the Comm-PASS Contract record, if awarded
 - changes and must be updated within the publicly displayed Comm-PASS Contract record, if awarded
2. set the mail server and mailbox settings to treat email sent from the domains @comm-pass.com and @state.ma.us as "friendly" or "not SPAM."

Every public purchasing entity within the borders of Massachusetts may post records on Comm-PASS at no charge. Comm-PASS has the potential to become the sole site for all public entities in Massachusetts. SmartBid fees are only based on and expended for costs to operate, maintain and develop the Comm-PASS system.

6.1.4 Costs

Costs which are not specifically identified in the Bidder's Response, and accepted by the PMT as part of a Statewide Contract, will not be compensated under any Statewide Contract or engagement awarded

pursuant to this RFR. The Commonwealth will not be responsible for any costs or expenses incurred by Bidders responding to this RFR.

6.1.5 Electronic Funds Transfer (EFT)

All Bidders must agree to participate in the Commonwealth Electronic Funds Transfer (EFT) program for receiving payments, unless the Bidder can provide compelling proof that it would be unduly burdensome. A link to the EFT application can be found on the OSD Forms page (www.mass.gov/osd). Additional information about EFT is available on the Comptroller's VendorWeb site located at: <https://massfinance.state.ma.us/VendorWeb/vendor.asp>. The requirement to use EFT may be waived by the PMT on a case-by-case basis if participation in the program would be unduly burdensome on the Bidder. If a Bidder is claiming that this requirement is a hardship or unduly burdensome, the specific reason must be documented in its Response. The PMT will consider such requests on a case-by-case basis and communicate the findings with the Bidder.

Upon notification of award, Contractors are required to enroll in EFT by completing and submitting the "Authorization for Electronic Funds Payment Form" to the PMT for review, approval and forwarding to the Office of the Comptroller, unless already enrolled in EFT. A link to the EFT application can be found on the Comptroller's VendorWeb site (see above link). This form, and all information contained on this form, shall not be considered a public record and shall not be subject to public disclosure through a public records request.

6.1.6 Minimum Bid Duration

Bidders' Responses to this RFR must remain in effect for at least 90 days from the date of Response submission.

6.1.7 Ownership of Submitted Responses

OSD and the PMT shall be under no obligation to return any Responses or materials submitted by a Bidder in response to this RFR. All materials submitted by Bidders become the property of the Commonwealth of Massachusetts and will not be returned to the Bidder. The Commonwealth reserves the right to use any ideas, concepts, or configurations that are presented in a Bidder's Response, whether or not the Response is selected for Contract award.

Responses stored on Comm-PASS in the encrypted lock-box are the file of record. Bidders retain access to a read-only copy of this submission via their Comm-PASS SmartBid Online Response Desktop, as long as their account is active. Bidders may also retain a traditional paper copy or electronic copy on a separate computer or network drive or separate media, such as CD or DVD, as a back up.

6.1.8 Prohibitions

Bidders are prohibited from communicating directly with any employee of the procuring Department or any member of the PMT regarding this RFR except as specified in this RFR, and no other individual Commonwealth employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFR. Bidders may contact the contact person using the contact information provided in the "Issuers" tab for this Solicitation in the event that this RFR is incomplete or information is missing. Bidders experiencing technical problems accessing information or attachments stored on Comm-PASS should contact the [Comm-PASS Helpdesk](#).

In addition to the certifications found in the Commonwealth's Standard Contract Form, by submitting a Bid Response, the Bidder certifies that the Response has been arrived at independently and has been submitted without any communication, collaboration, or without any agreement, understanding or planned common course or action with, any other Bidder of the commodities and/or services described in the RFR.

6.1.9 Public Records Law

All Responses and information submitted in response to this RFR are subject to the Massachusetts Public Records Law, M.G.L., Chapter 66, Section 10, and to Chapter 4, Section 7, Subsection 26. Any statements in submitted Responses that are inconsistent with these statutes shall be disregarded.

6.1.10 Reasonable Accommodation

Bidders with disabilities or hardships that seek reasonable accommodation, which may include the receipt of RFR information in an alternative format, must communicate such requests in writing to the contact person. Requests for accommodation will be addressed on a case by case basis. A Bidder requesting accommodation must submit a written statement which describes the Bidder's disability and the requested accommodation to the contact person for the RFR. The PMT reserves the right to reject unreasonable requests.

6.1.11 System of Record

Comm-PASS is the official system of record for all procurement information which is publicly accessible at no charge at www.comm-pass.com. Information contained in this document and in each tab of the Solicitation, including file attachments, and information contained in the related Bidders' Forum(s), are all components of the Solicitation.

Bidders are solely responsible for obtaining all information distributed for this Solicitation via Comm-PASS, by using the free Browse and Search tools offered on each record-related tab on the main navigation bar (Solicitations and Forums). Forums support Bidder submission of written questions associated with a Solicitation and publication of official answers. All records on Comm-PASS are composed of multiple tabs, or pages. For example, Solicitation records contain Summary, Rules, Issuer(s), Intent or Forms & Terms and Specifications, and Other Information tabs. Each tab contains data and/or file attachments provided by the Procurement Management Team. All are incorporated into the Solicitation.

It is each Bidder's responsibility to check Comm-PASS for:

- Any addenda or modifications to this Solicitation, by monitoring the "Last Change" field on the Solicitation's Summary tab, and
- Any Bidders' Forum records related to this Solicitation (see [Locating an Online Bidders' Forum](#) for information on locating these records).

The Commonwealth accepts no responsibility and will provide no accommodation to Bidders who submit a Response based on an out-of-date Solicitation or on information received from a source other than Comm-PASS.

6.2 Evaluation – Best Value Selection and Negotiation

The PMT may select the Response(s) which demonstrates the best value overall, including proposed alternatives, that will achieve the goals of the procurement. The PMT and a selected Bidder may negotiate a change in any element of Contract performance or cost identified in the original RFR or the selected Bidder's Response which results in lower costs or a more cost effective or better value than was presented in the selected Bidder's original Response.

6.3 Terms and Requirements Pertaining to Awarded Statewide Contracts

6.3.1 Comm-PASS SmartBid subscription

Contractors must maintain a Comm-PASS SmartBid subscriber account, which is payable by credit card and managed by the Subscriber online at www.Comm-PASS.com. The annual Comm-PASS SmartBid subscription fee is currently \$275 per email address. The fee was established with the approval of the Executive Office for Administration and Finance and is subject to change, if necessary. The Comm-PASS Subscription fee is utilized solely for the operation, maintenance and development of Comm-PASS.

6.3.2 Commonwealth Tax Exemption

Payment vouchers or invoices submitted to Massachusetts government entities must not include sales tax.

6.3.3 Contractor's Contact Information

It is the Contractor's responsibility to keep the Contractor's Contract Manager information current. If this information changes, the Contractor must notify the PTL by email immediately, using the address located on the Contract's "Issuer(s)" tab in the "Contact Information" section.

The PMT and the Commonwealth assume no responsibility if a Contractor's designated email address is not current, or if technical problems, including those with the Contractor's computer, network or internet service provider (ISP), cause e-mail communications between the Bidder and the PMT to be lost or rejected by any means including email or spam filtering.

6.3.4 Contractual Status of Orders and Service Contracts

Each order or service contract placed under the Statewide Contract established as a result of this RFR shall be considered a separate Contract between the Contracting Department and the Contractor, and shall be deemed to incorporate all of the terms and conditions of the Statewide Contract. Nothing contained in any order or service contract shall amend or vary the terms of the Statewide Contract. Additional terms which do not conflict with the Commonwealth's Terms and Conditions, the Massachusetts Standard Contract Form, this RFR and any amendments, or the Bidder Response, may be included in an order or service contract.

6.4 Electronic Procurement Systems (eProcurement)

All Bidders responding to this RFR agree that, (1) in the event the Commonwealth implements a Web-based system to support catalog purchasing and upon at least 120 days notice, they will participate as directed by the PMT to successfully activate and maintain a contract- and technically-compliant catalog in the Commonwealth of Massachusetts open-architecture eMarketplace, and (2) upon notification by the PMT that a Statewide Contract awarded as a result of this RFR will be enabled through Comm-PASS with Quick Quote functionality, the bidders will restrict receipt of and response to requests for quote or purchase from all eligible public purchasers within the borders of Massachusetts through Comm-PASS SmartBid functionality.

By establishing an eMarketplace, Commonwealth executive departments and all eligible public entities will access one system to shop directly with Statewide Contract Vendors.

The eMarketplace will support an open model which means a supplier's single Web-catalog can be re-used for many customers. Bidders who already maintain or are developing a Website for product ordering are advised that links to their sites will only be enabled within Comm-PASS or the eMarketplace if the system is limited to or can distinguish between Statewide Contract customers and retail or commercial customers. Bidders who already maintain or are developing a Website for product information are advised that links to their site will only be enabled within Comm-PASS if content is restricted to terms authorized under Statewide Contract.

6.4.1 Emergency Standby Commodities and/or Services

Contractors may be called upon during a declared state of emergency to supply and/or deliver to the Commonwealth on a priority basis commodities and/or services which are currently under Statewide Contract.

To accommodate such requests, Contractors may be asked, and must make every effort to service, these requests from regular sources of supply at the rates set forth in any Statewide Contract resulting from this RFR.

6.4.2 HIPAA: Business Associate Contractual Obligations

Bidders are notified that any Department meeting the definition of a Covered Entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) will include in the RFR or RFQ and resulting contract sufficient language establishing the successful Bidder's contractual obligations, if any, that the Department will require in order for the Department to comply with HIPAA and the privacy and security regulations promulgated thereunder (45 CFR Parts 160, 162, and 164) (the Privacy and Security Rules). For example, if the Department determines that the successful Bidder is a business associate performing functions or activities involving protected health information, as such terms are used in the Privacy and Security Rules, then the Department will include in the RFR and resulting contract a sufficient description of business associate's contractual obligations regarding the privacy and security of the protected health information, as listed in 45 CFR 164.314 and 164.504 (e), including, but not limited to, the Bidder's obligation to: implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the protected health information (in whatever form it is maintained or used, including verbal communications); provide individuals access to their records; and strictly limit use and disclosure of the protected health information for only those purposes approved by the department. Further, the Department reserves the right to add any requirement during the course of the contract that it determines it must include in the contract in order for the department to comply with the Privacy and Security Rules.

The above information pertains to contracts with Departments which are entered into under the Statewide Contract. This Solicitation itself does not fall under HIPAA.

6.4.2.1 Pricing: Federal Government Services Administration (GSA) or Veteran's Administration Supply

The Commonwealth reserves the right to request that the Contractor provide initial pricing schedules and periodic updates available under their GSA or other federal pricing contracts. In the absence of proprietary information being part of such contracts, compliance for submission of requested pricing information is expected within 30 days of any request. If the Contractor receives a GSA or Veteran's Administration Supply contract at any time during the term of the Statewide Contract, the Contractor must notify the Commonwealth Contract Manager.

6.4.3 Pricing

The Bidder must agree that no other state or public entity customer within the United States of similar size and with similar terms and conditions shall receive a lower price for the same commodity and service during the Statewide Contract period, unless this same lower price is immediately effective for the

Commonwealth. If the Commonwealth believes that it is not receiving this lower price as required by this language, the Bidder must agree to provide current or historical pricing offered or negotiated with other state or public entities at any time during the Statewide Contract period in the absence of proprietary information being part of such contracts.

Compliance with this clause shall not be interpreted to require that a Contractor, prior to or over the course of providing goods or services, must conduct company-wide inquiry to ensure that no other customer of similar size and similar terms and conditions is receiving a lower price for the same commodity and service.

Compliance can be achieved in one of two ways:

1. If a single Contractor Contract Manager is aware based on his/her own knowledge (without conducting any surveys) of an instance in which another customer within the United States of similar size and terms is receiving the same commodity and/or service, it is the Contractor Contract Manager's responsibility to ensure that the other customer is not receiving a lower price, and to offer the same price to the Commonwealth if this is the case. If the Contractor Contract Manager is not certain as to whether the other customer is sufficiently "similar" or the commodity/service is sufficiently "the same" so as to trigger the Pricing clause, the Contractor Contract Manager must contact the Commonwealth Contract Manager for guidance.

2. If OSD learns of an instance in which another customer of apparently similar size and terms is receiving apparently the same commodity/service at a lower price, the Commonwealth Contract Manager will so advise the Contractor Contract Manager. The Contractor Contract Manager must then either demonstrate to the satisfaction of the Commonwealth Contract Manager that the other customer is NOT similar, and/or that the commodity/service is NOT the same, or the Contractor Contract Manager must lower the price to the Commonwealth.

In addition, Statewide Contractors may be asked to offer (and are encouraged to make available) special discounted pricing opportunities to Eligible Entities within the terms of their Statewide Contract. Such price discounts may come in the form of periodic aggregate purchases by Eligible Entities, whereby such entities will request further discounted prices from the Contractor(s) for guaranteed quantities to be purchased. The Statewide Contractor must report to the Procurement Team Leader (PTL) prior to any such price reductions or discounts, or other more favorable terms, being offered to any Eligible Entity beyond those in their Statewide Contract. The PTL reserves the right to approve all price adjustments.

6.4.4 Publicity

Any Statewide Contractor awarded under this RFR is prohibited from selling or distributing any information collected or derived from the Statewide Contract, including lists of participating Entities, Commonwealth employee names, telephone numbers or addresses, or any other information except as specifically authorized by the PMT.

6.4.5 Save Smart Program (\$ave \$mart)

The OSD \$ave\$mart Program is a partnership between OSD and Statewide Contract Vendors. The purpose of the program is to create additional cost savings and opportunities for all Eligible Entities utilizing Statewide Contracts. These opportunities could be in the form of reduction in cost for a limited time, free training opportunities, and other offerings.

Contractors should notify the Commonwealth Contract Manager of any price reductions they are willing to provide, including those which are time- or quantity-limited, as a promotional or competitive strategy, an inventory reduction initiative, or for any other reason. If suitable, the cost savings will be showcased in the \$ave \$mart section of OSD's website.

6.4.6 Statewide Contractor Marketing Requirements

Statewide Contractors awarded under this RFR must adhere to the following sales/marketing requirements and limitations regarding their Contract: Contractors may only sell those goods and/or services for which they are awarded a Statewide Contract pursuant to this RFR; marketing information must be factual in nature in order to promote those goods and/or services for which the Contractor has a Statewide Contract and must not be critical of other Statewide Contractors; and Contractors must not display the Commonwealth of Massachusetts Seal for commercial purposes because use of the coat of arms and the Great Seal of the Commonwealth for advertising or commercial purposes is prohibited by law. During the life of the Contract, the PMT reserves the right to require Contractors to seek and receive prior written approval before distributing marketing information to eligible entities.

6.4.7 Subcontracting Policies

Prior approval of the PMT is required for any subcontracted service of the Contract. Contractors are responsible for the satisfactory performance and adequate oversight of their subcontractors.

6.4.8 Transaction Fee

In the event the Operational Services Division determines that it is necessary to adopt an alternative funding mechanism for its procurements in the future, including, but not limited to, a transaction fee, the Operational Services Division hereby reserves the right to renegotiate the inclusion and implementation of such a fee and/or other alternative funding mechanisms with the awarded contractors.

7 APPENDIX 2 – REQUIRED TERMS FOR ALL INFORMATION TECHNOLOGY STATEWIDE RFRS

7.1 Enterprise Policy and Standards

All IT systems and applications developed by, or for Executive department agencies or operating within the Massachusetts Access to Government Network (MAGNet), must conform with the Enterprise Information Technology Policies, Standards and Guidance promulgated by the Commonwealth's CIO as they existed at the time the Request for Quote or other Solicitation was posted, unless otherwise specified in the Request for Quote or other Solicitation, or the resulting contract (That is, the policies will be those in effect when specifications for particular engagements are posted, NOT those in effect at the time this RFR was posted.). Non-conforming IT systems cannot be deployed unless the purchasing agency and their Contractor have jointly applied for and received in writing from the Commonwealth's CIO or his designee, notice that a specified deviation will be permitted. The Enterprise Information Technology Policies, Standards & Guidance, with the exception of the Enterprise Public Access Policy For e-Government Applications and the Enterprise Public Access For e-Government Applications Standards, are available at mass.gov/itd. The Enterprise Public Access Policy For e-Government Applications and the Enterprise Public Access For e-Government Applications Standards are available in hard copy from the purchasing agency. Purchasing agencies may also obtain a current copy of these documents, on behalf of their Contractor, by contacting the Information Technology Division's CommonHelp group at commhelp@state.ma.us or 1 (866) 888-2808.

Contractors should only request the Public Access Architecture documentation when they are bidding on specific projects or services, and should request it of the Contracting Department which has posted the Request for Quotes or other Solicitation. Bidders must not request a copy of the Commonwealth's Public Access Architecture in connection with responding to this RFR.

Please Note: Given the pace of information technology innovation, purchasing agencies and their contractors are encouraged to contact the Information Technology Division's CommonHelp group at commhelp@state.ma.us or 1 (866) 888-2808 to signal a system or application design and development initiative. Such advance notice helps to ensure conformance with the relevant Enterprise Technology Policies, Standards and Procedures.

Contractor delivery of IT systems and applications that fail to conform to the Commonwealth's Enterprise Information Technology Policies, Standards and Procedures, absent the Commonwealth CIO's grant of written permission for a deviation, shall constitute breach of any Contract entered as a result of this Request for Response and any subsequent Request for Quotes. The Commonwealth may choose to require the Contractor, at his own cost, to re-engineer the non-conforming system for the purpose of bringing it into compliance with Commonwealth Enterprise Information Technology Policies, Standards and Procedures.

7.2 Clarification of Language in Section 11, Indemnification of the Commonwealth Terms and Conditions

Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the Contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the Contractor be liable for, damages for the Commonwealth's use of Contractor provided

products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the contract scope of work) that is the subject of the claim. Section 11 sets forth the Contractor's entire liability under a contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions.

8 APPENDIX 3 - INSTRUCTIONS FOR EXECUTION AND SUBMISSION OF COMMONWEALTH STANDARD FORMS

The purpose of this appendix is to provide guidance to Bidders on the Commonwealth Standard forms to be submitted (in addition to the other forms and documents required) and how they must be executed and submitted. Please note that these instructions are meant to supplement the Instructions found on each of these forms. It is advisable to print this document first so that it may be referenced when filling out these forms.

Some of the forms listed below can be electronically signed by the Bidder, see Electronic Signatures. However, online Bidders must, if notified of Contract award, submit the following four (4) forms on paper with original ink signatures unless otherwise specified below, within the timeframe referenced in the RFR section 5.72 entitled Ink Signatures: the Commonwealth Standard Contract Form, the Commonwealth Terms and Conditions, the Request for Taxpayer Identification Number and Certification (Mass. Substitute W9 Form) and the Contractor Authorized Signatory Listing.

8.1 Forms located on the Solicitation's Forms & Terms tab

8.1.1 Commonwealth Standard Contract Form

Sign electronically as described above; **if notified of Contract award**, complete as directed below and submit on paper with original ink signature and date.

By executing this document or signing it electronically, the Bidder certifies, under the pains and penalties of perjury, that it has submitted a Response to this RFR that is the Bidder's Offer as evidenced by the execution of its authorized signatory, and that the Bidder's Response may be subject to negotiation by the PMT. Also, the terms of the RFR, the Bidder's Response and any negotiated terms shall be deemed accepted by the Operational Services Division and included as part of the Statewide Contract upon execution of this document by the State Purchasing Agent or her designee.

Only those sections of the Contract form preceded by "→" should be completed by the Bidder. If the Bidder does not have a Vendor Code beginning with "VC," or does not know what their Vendor Code is, the Bidder should leave the Vendor Code field blank. The Bidder should NOT enter a Vendor Code assigned prior to May 2004, as new Vendor Codes have been assigned to all companies since that time.

Signature and date **MUST** be handwritten in ink, and the signature must be that of one of the people authorized to execute contracts on behalf of the Contractor on the Contractor Authorized Signatory Listing (See below).

8.1.2 Commonwealth Terms and Conditions

Sign electronically as described above; **if notified of Contract award**, complete as directed below and submit on paper with original ink signature and date, or submit a copy of a previously executed, up-to-date copy of the form as directed below.

If the Bidder has already executed and filed the Commonwealth Terms and Conditions form pursuant to another RFR or Contract, a copy of this form may be included in place of an original. If the Bidder's name, address or Tax ID Number have changed since the Commonwealth Terms and Conditions form was executed, a new Commonwealth Terms and Conditions form is required. The Commonwealth Terms and Conditions are hereby incorporated into any Contract executed pursuant to this RFR.

This form must be unconditionally signed by one of the authorized signatories (see Contractor Authorized Signatory Listing, below), and submitted without alteration. If the provisions in this document are not accepted in their entirety without modification, the entire Proposal offered in response to this Solicitation may be deemed non-responsive.

The company's correct legal name and legal address must appear on this form, and must be identical to the legal name and legal address on the Request for Taxpayer Identification and Certification Number (Mass. Substitute W9 Form).

8.1.3 Request for Taxpayer Identification Number and Certification (Mass. Substitute W9 Form)

Sign electronically as described above; **if notified of Contract award**, complete as directed below and submit on paper with original ink signature and date, or submit a copy of a previously executed, up-to-date copy of the form as directed below.

If a Bidder has already submitted a Request for Taxpayer Identification and Certification Number (Mass. Substitute W9 Form) and has received a valid Massachusetts Vendor Code, an original W-9 form is not required. A copy of the form as filed may be included in place of an original. If the Bidder's name, address or Tax ID Number have changed since the Mass. Substitute W9 Form was executed, a new Mass. Substitute W9 Form is required. The information on this form will be used to record the Bidder's legal address and where payments under a State Contract will be sent. The company's correct legal name and legal address must appear on this form, and must be identical to the legal name and legal address on the Commonwealth Terms and Conditions. Please do not use the U.S Treasury's version of the W9 Form.

8.1.4 Contractor Authorized Signatory Listing

Sign electronically as described above; **if notified of Contract award**, complete as directed below and submit on paper with original ink signature and date.

In the table entitled "Authorized Signatory Name" and "Title," type the names and titles of those individuals authorized to execute contracts and other legally binding documents on behalf of the Bidder. Bidders are advised to keep this list as small as possible, as Contractors will be required to notify the Procurement Manager of any changes. If the person signing in the signature block on the bottom of the first page of this form will also serve as an "Authorized Signatory," that person's name must be included in the typed table.

With regard to the next paragraph, which begins "I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor..." if your organization does not have these titles, cross them out and handwrite the appropriate title above the paragraph.

The signature and date should be handwritten in ink. Title, telephone, fax and eMail should be typed or handwritten legibly.

The second page of the form (entitled "Proof of Authentication of Signature") states that the page is optional. However, the "optional" aspect of the form is that Commonwealth Departments are not required to use it. In the case of Statewide Contracts, this page is REQUIRED, not optional. The person signing this page must be the same person signing the Standard Contract Form, the Commonwealth Terms and Conditions, and the RFR Checklist.

Please note that in two places where the form says "in the presence of a notary," this should be interpreted to mean "in the presence of a notary or corporate clerk/secretary." Either a notary or corporate clerk/secretary can authenticate the form; only one is required.

Organizations whose corporate clerks/secretaries authenticate this form are not required to obtain a Corporate Seal to complete this document.

8.1.5 Executive Order 504 Contractor Certification Form

Sign electronically as described above.

8.2 Forms located on the Solicitation's Specifications tab

8.2.1 Supplier Diversity Program (SDP) Plan Form

Download this form and complete as directed below; include with online submission. Ink signature is not required.

The specific Supplier Diversity Program (SDP) Plan requirements for this procurement can be found earlier in this document. Bidder's Supplier Diversity Program (SDP) Plan must include a copy of the SOMWBA certification of each Minority and Women Business Enterprise (MWBE) company listed or proof of their application submitted for consideration. A certified Bidder may not list itself as being a Supplier Diversity Program (SDP) Plan Partner to its own company. This form is NOT the same as the SOMWBA certification of the Bidder's company.

8.2.2 Additional Environmentally Preferable Products / Practices

In line with the Commonwealth's efforts to promote products and practices which reduce our impact on the environment and human health, Bidders are encouraged to provide information regarding their environmentally preferable/sustainable business practices as they relate to this Contract wherever possible. Bidders must complete this form and submit it with their RFR Response.

8.2.3 Prompt Payment Discount Form

Download this form and complete as directed below; include with online submission. Ink signature is not required.

Pursuant to the Prompt Payment Discount terms set forth in the RFR Required Specifications for Statewide Contracts and on the Prompt Payment Discount Form itself, all Bidders must execute this form. After entering the "Bidder Name" and "Date of Offer for Prompt/Early Payment Discount", the Bidder must identify the prompt payment discount(s) terms by indicating the "Percentage Discount off of the Proposed Pricing" and the "Turn-around-time for Payments." In the event of a hardship that prevents the Bidder from offering a prompt payment discount, the Bidder must document this fact and provide supporting information.

9 GLOSSARY

In addition to the definitions found in 801 CMR 21.00, which apply to all procurements for goods and services, the definitions found below apply to this Solicitation. Those definitions below designated with an asterisk (“*”) are quoted directly from 801 CMR 21.00 and are included below for quick reference purposes.

Acceptance Date – Acceptance date of the Equipment, Supplies and/or Services by an Eligible Entity shall be the date the Eligible Entity confirms delivery, installation, training, startup supplies, supplies and/or services have been delivered and the equipment is operational. If installation and/or training are not needed then the acceptance date is the date of receipt after inspection of the equipment, supplies and/or services. This confirmation of the acceptance of Equipment may be made by the Eligible Entities execution of the Equipment Confirmation Form indicating the date of acceptance or receipt and payment for supplies and services.

Acquisition Cost - means the total cost of the equipment including transportation, installation and training costs.

Agency - For the purposes of this Solicitation, the terms “Agency,” “Eligible Entity,” “Department,” “Commonwealth Agency,” and “Contracting Department” include all Eligible Entities listed in the Issuer tab on Comm-PASS for this Solicitation.

Automatic Duplexing - This means the photocopier can automatically produce two-sided copies; the user does not have to manually reload one-sided copies into the machine to copy the second side.

Bid or Response - generally refers to the offer submitted in response to a Solicitation or Request for Response (RFR).

Bidder * - An individual or organization proposing to enter into a Contract to provide a Commodity or Service, or both, to or for a Department or the State.

Commonwealth Contract Manager – The individual from the Operational Services Division of the Commonwealth that is responsible for the Solicitation and resulting Statewide Contract. Also known as the Procurement Team Leader or Procurement Manager.

See Procurement Team Leader.

Contract * - A legally enforceable agreement between a Contractor and a Department. ANF, OSD and CTR shall jointly issue Commonwealth Terms and Conditions, a Standard Contract Form and other forms or documentation that Departments shall use to document the Procurement of Commodities or Services, or both.

Contractor * - An individual or organization which enters into a Contract with a Department or the State to provide Commodities or Services, or both.

Contractor Contract Manager – The individual designated by the Contractor to interface with the Commonwealth.

Controller - A device that allows the photocopier to require an ID or access code before copying can begin. The controller can track the photocopier usage for each code and the key operator can set copy limits and/or reset the usage data for each code. Some controllers also feature a printer that prints usage summaries or an interface so that data collected can be exported to another device, such as a personal computer.

Defective Return Rate - The number of units returned as defective based on the number of units sold.

Department - For the purposes of this Solicitation, the terms "Department," "Eligible Entity," "Agency," "Commonwealth Agency," and "Contracting Department" include all Eligible Entities listed in the Issuer tab on Comm-PASS for this Solicitation.

Digital – Equipment that uses scanners, either CCD(Charged-coupled device) or CIS (Contact Image Sensor). A CCD scanner uses a series of mirrors and a lens to move the image onto a light-sensitive CCD chip, while a CIS scanner uses a single row of LED sensors that are positioned a millimeter or two below the document along the full width of the scanner.

Digital Duplicator – Scans each original, creates an imaged thermal intermediate master and produces the desired number of copies using ink.

Dual Access - Another name for multi-access. Allows the user to simultaneously perform two operations requiring access to the unit's memory. For example, the operator can scan a document into memory while transmitting or receiving another document from/into memory.

Duplex Faxing - The process of scanning, collating, and transmitting double-sided originals. After scanning one side of a set of two-sided documents, unit prompts users to turn set over so other side can be scanned; document is received collated.

Dual Line - Fax machines that offer two fax lines enable users to send or receive faxes on two phone lines simultaneously, doubling users' fax capability. While one line is transmitting documents, faxes received on the second line are temporarily stored in memory.

Eligible Entity - For the purposes of this Solicitation, the terms "Eligible Entity," "Agency," "Department," "Commonwealth Agency," and "Contracting Department" include all Eligible Entities listed in the Issuer tab on Comm-PASS for this Solicitation.

Energy Star® – A program created by the U.S Environmental Protection Agency (EPA) and the U.S Department of Energy (DOE) to promote the purchase of energy efficient equipment. EnergyStar features (also referred to as energy saving or power management features) are specified in the Memoranda of Understanding (MOUs) between the EPA and equipment manufacturers. Such specifications include but are not limited to such equipment characteristics as energy saving features available and power consumption limits for each equipment modes. Compliance with EnergyStar specifications implies compliance with all the requirements set in the most current MOU.

Environmentally Preferable Product (EPP) - A product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to, those which contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxic materials either disposed of or consumed.

Equipment - Equipment authorized by the OSD Contract Manager and PMT as appropriate for Purchase, Term Lease or Rental under the OFF32 Statewide Contract.

Equipment Confirmation Form - (Outright Purchase, Term Lease or Rental) a form issued under this Statewide Contract to be used by Contractors to quote Equipment price costs for an Outright Purchase, Term Lease or Rental. The Equipment Confirmation Form, (Outright Purchase, Term Lease or Rental), will be executed by an Eligible Entity to confirm the acceptance of an Outright Purchase, Term Lease or

Rental quote from a Contractor. The Equipment Confirmation Form will also document acceptance of the Equipment to trigger the start date for Outright Purchase, Term Lease or Rental obligations. The Equipment Confirmation Form will be available prior to or after Contract award. Contractors **may not** require an Eligible Entity to execute any additional documents or paperwork for an outright purchase, term lease or rental.

Evaluation – The process, conducted by the Procurement Management Team, of reviewing, scoring and ranking the submitted bids/Responses related to this Solicitation.

File Management Software - When available, indicates whether an image-file management software program is provided standard or as an option, and if so, the name of the program. File management capability, which lets users organize image files created via scanning (or by receiving faxes electronically), often by creating a software-screen metaphor for physical file cabinets, drawers and folders, may also be part of a program that provides PC faxing or scanning capabilities.

Fiscal Year - The year beginning with July first and ending with the following June thirtieth, as defined in 000M.G.L. Chapter 4, Section 7. This may also be referred to as the "State Fiscal Year."

First Copy Speed - The time (measured in seconds) it takes for the first copy to be produced after the print/copy button is pressed.

FY – See Fiscal Year

Generic Remanufactured Cartridge – This type product has been reverse engineered using the model of a private label. Such products are accompanied with legal documentation to confirm that no patent infringements are involved.

Laser - A laser beam leaves an electrical charge on a photoelectric belt or directly on the drum and the toners are attracted to the electrostatic charge. The image is rolled onto the print, then fused by heat and pressure.

LED - Much like laser technology, a light-emitting diode (LED) leaves an electrical charge on a photoelectric belt or directly on the drum and the toners are attracted to the electrostatic charge. The image is rolled onto the print, then fused by heat and pressure.

Low-power/Sleep Mode – The condition that exists when the product is not producing hard copy output or receiving hard copy input and is consuming less power than when in a standby mode. In the transition from Sleep Mode to Active Mode, there may be some delay in the production of hard copy output, however there shall be no delay in the acceptance of information from a network or other input sources. The product enters this mode within a specified time period after the last hard copy output was produced. To measure equipment energy consumption in the low-power mode bidders **must** utilize the standard methods included as the last section of the Energy Star® Memorandum of Understanding for the specific equipment type.

M/WBE – A Minority Business Enterprise (MBE) or a Woman Business Enterprise (WBE) is defined as a business that has been certified as such by the State Office of Minority and Women Business Assistance (SOMWBA).

Manufacturing Status -. For purpose of this RFR, new machines are units which have not been used previously and are being actively marketed by the vendor.

Memory - Also called RAM (Random Access Memory); temporarily stores data inside a photocopier or controller. Chips can be purchased that allow the user to increase the amount of memory to improve performance.

Multifunctional Devices - A general term used to refer to a broad range of devices which are often coupled with computer software to allow a user the ability to copy, scan, print or fax utilizing the modems within equipment to utilize these features.

Multifunctional Modes – Describes which multifunctional modes – photocopier, fax machine, internet fax, network fax, network printer, PC fax, printer and/or scanner – are supported and whether they are standard or optional.

Network Interface Card (NIC) - A network interface card physically connects a device to a network, controlling the flow of information between the network and the device.

OEM - Original Equipment Manufacturer. The company that originally manufactured the product.

Off Mode – The condition that exists when the machine is connected to an appropriate electrical source and a user has manually turned off the power switch on the product. This condition, in some products, may also be reached through an automatic shut-off switch that is internal to the product. When measuring power in this mode, control equipment for remote servicing can be excluded. To measure equipment energy consumption in the off mode bidders **must** utilize the standard methods included as the last section of the Energy Star® Memorandum of Understanding for the specific equipment type.

On/Standby Mode - The condition that exists when the product is not producing hard copy output or receiving hard copy input and is consuming less power than when producing such output or receiving such input. The transition from Standby Mode to Active Mode should cause no noticeable delay in the production of hard copy output. To measure equipment energy consumption in the on/standby mode bidders **must** utilize the same standard methodology as that used for the low-power mode with one modification - all automatic power-down features should be disabled for the duration of the test. The methodology is included as the last section of the Energy Star® Memorandum of Understanding for the specific equipment type.

Operational Services Division (OSD) - An Eligible Entity of the Commonwealth, within the Executive Office for Administration and Finance, established pursuant to St. 1989, c.731, which is responsible for the management and oversight of procurement activity in the Commonwealth.

PMT – See Procurement Management Team

Post Consumer Recycled Content – Products generated by a business or consumer which have served their intended end uses, and which have been separated or diverted from solid waste for the purpose of collection, recycling and disposition.

Predecessor Equipment - Equipment that is not on the existing statewide contract created by this RFR.

Print Controller - A device that when added to a photocopier allows for printing over a computer network.

Procurement Management Team (PMT) - Representatives from various eligible entities and interested stakeholders that design procurements, develop specifications, conduct Solicitations evaluate Bids and award Statewide Contracts. The PMT also monitors Contractor performance through performance measures and the level of customer satisfaction throughout the life of the Statewide Contract.

Procurement Team Leader (PTL) - The OSD's Commonwealth Contract Manager responsible for the Solicitation and resulting Statewide Contract. Also known as Procurement Manager or Commonwealth Contract Manager.

Purchasing Entity – Same as “Eligible Entity”

Recyclable - The ability of a product or material to be recovered from or otherwise diverted from the solid waste stream for the purpose of recycling. A material is only considered recyclable if you can recycle it in your business or local community recycling program.

Remanufactured Cartridge

A remanufactured printer cartridge is a “used” cartridge that has been restored to its original OEM performance and function and is thereby diverted from the solid waste stream, retaining, to the extent practicable, components that have been through at least one life cycle and replacing consumable or normal wear components. All components used in the construction of remanufactured cartridges **must** be equal to OEM performance and function. An extended hopper may be added to the original base to extend the toner capacity. **A remanufactured cartridge cannot be a “new” cartridge or a remanufactured cartridge with just a “new” plastic casing or a “new clone” or “new compatible” cartridge.** Cartridges that are only refilled or recharged are not acceptable.

Remanufactured Supplies - Supplies partially or fully manufactured from existing product materials where such materials are cleaned and repaired to the maximum extent possible and reused in the new product. All unusable or worn parts are to be removed and replaced with parts that meet new OEM standards.

Rental - For the purposes of this RFR shall mean a Rental of Equipment for temporary use by an Eligible Entity, for an aggregate or total accrued period not to exceed a maximum of six (6) months without the intention to gain title, to purchase or buyout the equipment during the term of the rental.

Request for Response (RFR) * – The mechanism used to communicate Procurement specifications and to request Responses from potential Bidders. An RFR may also be referred to as a “Solicitation.”

Response – The Bidder's complete submission in response to a Solicitation, in other words, a “Bid” or “Proposal.”

RADF (Reversing Automatic Document Feeder) - A device that automatically inverts two-sided originals for copying of the second side. Enables machines with duplex trays to perform duplex copying.

Save \$mart A promotional opportunity offered by awarded Contractors to create additional cost savings and opportunities for all Eligible Entities utilizing State Contracts.

Scanner - For digital duplicating equipment, the type of mechanism that is used to copy the original to the master.

Scan-To-E-mail - Once an image has been scanned to a file format, this feature allows a user to send the file to an e-mail address.

“Smart Chips” - Any computer code or any other design element that would:

- Disable the equipment or impair in any way its operation based on elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or any other self-destruct mechanism; or
- Permit access to the equipment to cause disablement or impairment.

SRP (USA; Canada) - The current suggested retail price of the equipment, in the United States and Canada, as established by the manufacturer (excluding options).

Supplier Diversity Program Market Partner -- Massachusetts Certified M/WBE (SOMWBA) that currently meets the requirements of the RFR included on the Prime Contractors SDP Plan.

Term - The period for which the Contractor and Eligible Entity agree to for Term Lease or Rental shall be in force.

Term Lease - For the purposes of this RFR shall mean an Operational Term Lease for a period longer than six (6) months for the temporary use of Equipment by an Eligible Entity without the intention to gain title, to purchase or to buyout the Equipment.

Term Lease or Rental Payments - With respect to an Item of Equipment means the payments under a Term Lease or Rental for Items of Equipment under the Statewide Contract. Regardless of the acceptance date of Equipment, Term Lease or Rental payments shall be made according to the approved schedule for Term Lease or Rental.

Trade-in Allowance - The amount of credit (money back) for one product/unit a customer may receive according to the terms of the awarded contract.

Unit Price - Cost of one product/unit to Commonwealth customers, regardless of order size or geographic location.

Yield (for Digital Duplicators) - Bidders are required to base calculations on twelve percent (12%) coverage for ink cartridge yield on size 8 ½ x 11 page for master yields.

- **Consumable Yields for Master Rolls** The number of cut masters per roll
- **Consumable Yields for Ink Cartridges** Ink must be periodically added by the user and contributes to the cost per copy. Yield given will be providing expected copies per cartridge (12%) coverage.