

# UCS

# CM00834

AGREEMENT BETWEEN  
NEW YORK STATE UNIFIED COURT SYSTEM

and

EASTERN COPY PRODUCTS, LLC.

This Agreement between the **UNIFIED COURT SYSTEM OF THE STATE OF NEW YORK**, 25 Beaver Street, New York, New York 10004 ("UCS") and **EASTERN COPY PRODUCTS, LLC.**, 1224 West Genesee Street, Syracuse, New York 13204 ("EASTERN") is for the purpose of renting new, digital Konica copiers models 7222, 7228, 7145 and 7255, retaining certain copiers already rented by and installed for UCS and providing supplies and maintenance for the copiers at various locations throughout the Unified Court System.

## I. TERM OF AGREEMENT

A. This Agreement shall be effective from April 1, 2006, when signed by the parties and approved by all necessary government agencies, and shall terminate on March 31, 2009, except as otherwise provided herein.

B. UCS shall have the right to extend the term of this Agreement for a period not to exceed one hundred-eighty (180) days upon written notice to EASTERN.

## II. APPENDICES

A. The following documents are attached hereto and made parts hereof as Appendices I, II, III and IV respectively:

1. UCS's Request for Bids #OCA/C&PA-309 ("RFP");
2. EASTERN's Proposal in response to the RFP, dated June 1, 2005 ("Proposal");

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3. Various letters from UCS to EASTERN or to Conway Office Products, EASTERN's parent company (CONWAY) and from EASTERN to UCS clarifying the terms of the RFP and the Proposal: from Glenn Harrison, UCS Contracts & Procurement Administrator to EASTERN/CONWAY, dated April 20, 2005, July 8, 2005, and August 5, 2005; from William T. Chiacchia, Vice President of EASTERN to UCS, dated July 19, 2005 (two letters), August 24, 2005 and September 7, 2005; and from Paul Mosley, President of CONWAY to UCS, dated August 10, 2005; and

4. A document providing pricing for EASTERN's Alternate Proposal.

B. Appendix A, containing standard provisions for New York State contracts and dated July 2003, is also attached hereto and made a part hereof.

C. In the event of any conflict between the terms of this Agreement and the terms of the appendices, the following order of precedence shall apply:

1. Appendix A;
2. Agreement, Sections I - XX;
3. Appendix III (Letters);
4. Appendix IV (Alternate Proposal pricing);
5. Appendix I (RFP); and
6. Appendix II (Proposal)

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### III. SCOPE OF SERVICES

A. Standard Proposal for Rental of New Copiers and Optional Features

1. Category I - Standard Proposal Copiers

UCS may rent new Konica 7222 copiers at a cost of \$64.04 per month per copier, including 3,100 copies. Each copy in excess of 3,100 per month shall be at the cost of \$0.008 per copy, except that no

meter charges for copies in excess of the base amount shall be payable until the aggregate base amount total for the three (3) month period has been exceeded. A stand/cabinet, Grouping/Sorter Capability (Electronic - letter size only), Auto Duplexing Unit (ADU) and Electronic Copy Monitor (ECM) shall be included in the base monthly rental at no additional cost. All Konica 7222 copiers shall have two (2) paper trays in addition to such Large Capacity Tray (LCT) or Paper Feed Unit (PFU) as may be provided, also at no additional cost. UCS also may rent the following optional features for the Konica 7222 copiers:

- a. Reversing Automatic Document Feed (RADF) for an additional \$13.84 per month;
- b. Drawer Base/Large Capacity Tray (DB/LCT) for an additional \$15.97 per month;
- c. Networking Connection for an additional \$20.00 per month;
- d. Drawer Base/Paper Feed Unit (DB/PFU) for an additional \$15.28 per month;
- e. Grouping/Sorter Finisher with in-bin stapling for an additional \$16.67 per month;
- and
- f. Other additional optional features at the rates set forth in Appendix III.

2. Category II - Standard Proposal Copiers

UCS may rent new Konica 7228 copiers at a cost of \$115.58 per month per copier, including 6,800 copies. Each copy in excess of 6,800 per month shall be at the cost of \$0.007 per copy, except that no meter charges for copies in excess of the base amount shall be payable until the aggregate base amount total for the three (3) month period has been exceeded. A stand/cabinet, Drawer Base Paper Feed Unit (PFU), Grouping/Sorter Capability (Electronic - letter size only), Auto Duplexing Unit (ADU) and Electronic Copy Monitor (ECM) shall be included in the base monthly rental at no additional cost. UCS also may rent the following optional features for the new Konica 7228 copiers:

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- a. Reversing Automatic Document Feeder for an additional \$13.84 per month;
- b. Included Drawer Base (PFU) may be replaced by a Drawer Base/Large Capacity Tray (LCT) for an additional \$.69 per month;
- c. Networking Connection for an additional \$20.00 per month;
- d. Grouping/Sorter Finisher with in-bin stapling for an additional \$16.67 per month;  
and
- e. Other additional optional features at the rates set forth in Appendix III.

3. Category III: High Volume - Standard Proposal Copiers

UCS may rent new non-networked Konica 7145 copiers at a cost of \$202.08 per month per copier and may rent new networked Konica 7145 copiers at a cost of \$224.31 per month per copier, including 17,000 copies for each copier. Each copy in excess of 17,000 per month shall be at the cost of \$0.0045 per copy, except that no meter charges for copies in excess of the base amount shall be payable until the aggregate base amount total for the three (3) month period has been exceeded. A stand/cabinet, 32MB Memory, Electronic Copy Monitor (ECM), Reversing Auto Document Feeder (RADF), Auto Duplexing Unit (ADU) and Stapler-Finisher shall be included in the base monthly rental at no additional cost. UCS also may rent other additional optional features at the rates set forth in Appendix III.

4. Category III: Low Volume - Standard Proposal Copiers

UCS may rent new non-networked Konica 7145 copiers at a cost of \$166.08 per month per copier and may rent new networked Konica 7145 copiers at a cost of \$188.31 per month per copier, including 6,900 copies for each copier. Each copy in excess of 6,900 per month shall be at the cost of \$0.0045 per copy, except that no meter charges for copies in excess of the base amount shall be payable until the aggregate base amount total for the three (3) month period has been exceeded. A stand/cabinet, 32MB

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Memory, Electronic Copy Monitor (ECM), Reversing Auto Document Feeder (RADF), Auto Duplexing Unit (ADU) and Stapler-Finisher shall be included in the base monthly rental at no additional cost. UCS also may rent other additional optional features at the rates set forth in Appendix III.

5. Category IV - Standard Proposal Copiers

UCS may rent new non-networked Konica 7255 copiers at a cost of \$265.67 per month per copier and may rent new networked Konica 7255 copiers at a cost of \$303.17 per month per copier, including 19,000 copies for each model. Each copy in excess of 19,000 per month shall be at the cost of \$0.004 per copy, except that no meter charges for copies in excess of the base amount shall be payable until the aggregate base amount total for the three (3) month period has been exceeded. A stand/cabinet, 64MB Memory, Electronic Copy Monitor (ECM), Reversing Auto Document Feeder (RADF), Auto Duplexing Unit (ADU) and Stapler-Finisher shall be included in the base monthly rental at no additional cost. UCS also may rent other additional optional features at the rates set forth in Appendix III.

B. Alternate Proposal for Rental of Copiers and Optional Features

In accordance with the terms of the Alternate Proposal made by EASTERN, as set forth in Appendices II, III and IV and below, UCS shall also be entitled to continue to rent copiers ("Alternate Proposal copiers") and associated accessories that were installed on or before July 31, 2005 that a court or office continues to use for any length of time during the term of this Agreement and any extension thereof.

1. Category I - Alternate Proposal Copiers

UCS may continue to rent any Konica 7022 and 7222 copiers that were installed on or before July 31, 2005, at a cost of \$52.00 per month per copier, including 4,100 copies. Each copy in excess of 4,100 per month shall be at the cost of \$0.008 per copy, except that no meter charges for copies in excess of the

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base amount shall be payable until the aggregate base amount total for the three (3) month period has been exceeded. A stand/cabinet, Grouping/Sorter Capability (Electronic - letter size only), Auto Duplexing Unit (ADU), Paper Feed Unit and Electronic Copy Monitor (ECM) shall be included in the base monthly rental at no additional cost. All such Alternate Proposal copiers shall also be provided with two (2) paper trays in addition to such Large Capacity Tray (LCT) as may be already provided to UCS, also at no additional cost. UCS also may rent the following optional features for the Alternate Proposal Konica 7022 and 7222 copiers:

- a. Reversing Automatic Document Feed (RADF) for an additional \$8.00 per month;
- b. Drawer Base/Large Capacity Tray (DB/LCT) for an additional \$10.00 per month;
- c. Networking Connection for an additional \$20.00 per month;
- d. Grouping/Sorter Finisher with in-bin stapling for an additional \$10.00 per month; and
- e. Other additional optional features at the rates set forth in Appendices III and IV.

2. Category II - Alternate Proposal Copiers

UCS may continue to rent any Konica 7228 and 7130 copiers that were installed on or before July 31, 2005, at a cost of \$86.00 per month per copier, including 8,000 copies. Each copy in excess of 8,000 per month shall be at the cost of \$0.007 per copy, except that no meter charges for copies in excess of the base amount shall be payable until the aggregate base amount total for the three (3) month period has been exceeded. A stand/cabinet, Drawer Base Paper Feed Unit (PFU) or Drawer Base Large Capacity Tray (LCT), Grouping/Sorter Capability (Electronic - letter size only), Auto Duplexing Unit (ADU) and Electronic Copy Monitor (ECM) shall be included in the base monthly rental at no additional cost. UCS

also may rent the following optional features for all such Alternate Proposal Konica 7228 and 7130 copiers:

- a. Reversing Automatic Document Feeder for an additional \$8.00 per month;
- b. Included Drawer Base (PFU) may be replaced by a Drawer Base/Large Capacity Tray (LCT) for an additional \$.69 per month;
- c. Networking Connection for an additional \$20.00 per month;
- d. Grouping/Sorter Finisher with in-bin stapling for an additional \$10.00 per month;  
and
- e. Other additional optional features at the rates set forth in Appendices III and IV.

3. Category III - Alternate Proposal High Volume Copiers

UCS may continue to rent any Konica 7145 copiers that were installed on or before July 31, 2005, at a cost of \$162.00 per month per non-networked copier and \$182.00 per month per networked copier, including 20,000 copies for each copier. Each copy in excess of 20,000 per month shall be at the cost of \$0.0045 per copy, except that no meter charges for copies in excess of the base amount shall be payable until the aggregate base amount total for the three (3) month period has been exceeded. A stand/cabinet, 32MB Memory, Electronic Copy Monitor (ECM), Reversing Auto Document Feeder (RADF), Auto Duplexing Unit (ADU) and Stapler-Finisher shall be included in the base monthly rental at no additional cost. UCS may also rent other additional optional features at the rates set forth in Appendices III and IV.

4. Category III - Alternate Proposal Low Volume Copiers

UCS may continue to rent any Konica 7145 copiers that were installed on or before July 31, 2005, at a cost of \$128.00 per month per non-networked copier and at a cost of \$148.00 per month per networked copier, including 8,000 copies for each copier. Each copy in excess of 8,000 per month shall be at the cost

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of \$0.0045 per copy, except that no meter charges for copies in excess of the base amount shall be payable until the aggregate base amount total for the three (3) month period has been exceeded. A stand/cabinet, 32MB Memory, Electronic Copy Monitor (ECM), Reversing Auto Document Feeder (RADF), Auto Duplexing Unit (ADU) and Stapler-Finisher shall be included in the base monthly rental at no additional cost. UCS also may rent other additional optional features at the rates set forth in Appendices III and IV.

5. Category IV - Alternate Proposal Copiers

UCS may continue to rent any Konica 7155 and 7255 copiers that were installed on or before July 31, 2005, at a cost of \$218.00 per month per non-networked copier and at a cost of \$238.00 per month per networked copier, including 23,000 copies for each copier. Each copy in excess of 23,000 per month shall be at the cost of \$0.004 per copy, except that no meter charges for copies in excess of the base amount shall be payable until the aggregate base amount total for the three (3) month period has been exceeded. A stand/cabinet, 64MB Memory, Electronic Copy Monitor (ECM), Reversing Auto Document Feeder (RADF), Auto Duplexing Unit (ADU) and Stapler-Finisher shall be included in the base monthly rental at no additional cost. UCS also may rent other additional optional features at the rates set forth in Appendices III and IV.

C. Guarantees

EASTERN makes the following guarantees concerning the copiers rented by UCS from EASTERN:

1. All copiers, both newly rented pursuant to Paragraph A above or retained and rented pursuant to Paragraph B above, shall be in excellent working condition, shall be equipped with all parts regularly used with such copiers and shall meet the technical specifications provided in Appendices I, II and III, as applicable, including but not limited to physical characteristics, operating characteristics, space

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requirements and maintenance characteristics.

2. All Konica models 7222, 7228, 7145 and 7255 and all accessories or features identified in Appendices II and III are to be of new manufacture except as otherwise specified pursuant to EASTERN's Alternate Proposal, which is set forth in Appendices II, III and IV.

3. No parts of or attachments to a copier shall have been substituted, applied or used contrary to the manufacturer's recommendations and standard practices; and

4. Any modifications or improvements (e.g., retrofits and software updates) to any model rented by UCS that Konica Minolta Business Solutions (the manufacturer of the copiers) or EASTERN makes during the term of this Agreement or any extension thereof, shall be incorporated or installed in all copiers of that model rented by UCS, now or in the future, at no cost to UCS.

#### D. Unavailable or Discontinued Copiers and Accessories

1. If, during the term of this Agreement or any extension hereto, additional Konica copiers of any of the four (4) models (i.e. 7222, 7228, 7145, 7255) available for rental by UCS pursuant to the Standard Proposal terms set forth in Section III(A) above or any of the accessories used with such models become unavailable for rental by UCS from EASTERN for any reason or if Konica Minolta Business Solutions discontinues the manufacture of any such model of copier or accessory rented by UCS pursuant to Section III(A) above, EASTERN shall provide UCS with sufficient quantities of equal or superior substitute copiers and accessories, at the same rates as the original models or accessories. At the request of UCS, EASTERN shall provide up to three (3) samples of each proposed substitute model copier or accessory for a thirty (30) day trial period. No substitution shall be considered final until approved in writing by UCS

2. If, during the term of this Agreement or any extension thereto, any option or accessory

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rented by UCS pursuant to Section III(B) above for an Alternate Proposal copier requires replacement for any reason, EASTERN shall use its best efforts to replace said option or feature. "Best efforts" shall be defined for the purpose of this Paragraph as the exercise of due diligence by EASTERN to determine the availability of the required option or accessory, including, but not limited to, exploring such resources as other operations of EASTERN, CONWAY and Konica Minolta Business Solutions.

3. If, during the term of this Agreement or any extension thereto, any Alternate Proposal copier rented pursuant to Section III(B) above requires replacement for any reason, EASTERN shall offer to provide to UCS in lieu thereof a Standard Proposal copier in accordance with the provisions of Section III(A) above, including prices.

#### E. Upgrades and New Models

During the term of this Agreement or any extension thereto, UCS may take advantage of available new state of the art technology by upgrading the copier models rented from EASTERN, provided that said new, upgraded models, at minimum, conform to the specifications set forth in Appendix I and are of equal or better quality than the models then being rented by UCS pursuant to this Agreement. UCS shall be entitled to a thirty (30) day trial period for any such new, upgraded model, as set forth in Paragraph D(1) above. The total monthly charge for any such new, upgraded model and the supplies required therefor may not be greater than the total monthly charge for the models and supplies provided being replaced, as set forth in herein. Any such replacement by a new, upgraded model shall require the prior written approval of UCS, as well as written notice to the Office of the State Comptroller ("OSC").

#### F. Reserve Pool

EASTERN shall maintain at all times a Reserve Pool of at least two (2) units of each model copier available for rental by UCS pursuant to the Standard Proposal terms set forth in Section III(A) above. One

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(1) unit of each model shall be a base model and one (1) unit of each model shall be equipped with the accessories chosen by UCS. Such Reserve Pool copiers shall be held for exclusive use by UCS in priority install situations, as determined by UCS. A Reserve Pool copier shall be shipped within twenty-four (24) hours of notification by UCS to EASTERN of the need therefor and shall be delivered and made operational at the user location not more than ninety-six (96) hours after such notification.

G. Delivery of Equipment; Instruction

1. When delivering copiers, accessories and supplies to UCS pursuant to this Agreement, it shall be the sole responsibility of EASTERN or any other dealer listed in Appendix III to know and comply with all special building access requirements which may prevail at any court or office location, including but not limited to certificates of liability, security provisions, parking or restricted access. Neither UCS nor the court and location to which the delivery is being made shall make any special accommodations on behalf of EASTERN or any other dealer providing services pursuant to this Agreement with regard to such existing municipal or building management regulations.

2. EASTERN shall not ship, install or relocate any copier unless it receives written authorization from UCS, which authorization shall be binding upon mailing with the United States Postal Service or delivered by any electronic means from UCS to EASTERN at its address given herein.

3. Except for the copiers provided to UCS from the Reserve Pool as set forth in Paragraph F above, all copiers rented by UCS pursuant to this Agreement or any extension thereof shall be delivered and made operational by EASTERN within thirty (30) calendar days of written notification from UCS.

4. Delivery and installation of all copiers shall be net F.O.B., including full inside delivery, un-crating, setting in place and readying for use.

5. EASTERN shall provide instruction in the operation of the copiers for UCS personnel

anywhere in New York State at no charge to UCS. Such instruction shall be given upon installation and readying for use of each copier or immediately thereafter. An original Operator's Manual shall be provided with each installed copier.

#### H. Supplies

1. For purposes of this Agreement, "supplies" shall mean all chemicals (toner and developer) and staple cartridges required for proper photocopy production.

2. Each copier shall be delivered with a captive supply of toner and developer at no additional charge. In addition, supplies sufficient for twice the average monthly volume of copies for that copier shall also be delivered when the copier is initially installed, for which UCS shall be charged in accordance with Subparagraph 7 below.

3. No purchase order shall be required for subsequent orders of supplies. Individual courts and offices or their respective Judicial District administrative offices shall communicate orders for supplies by telephone to a designated toll-free telephone number provided by EASTERN.

4. Throughout the term of this Agreement and any extension thereof, EASTERN shall make full inside delivery, net F.O.B., at the room and floor specified, of all supplies on an "as needed" basis to each individual user court and office.

5. EASTERN shall guarantee timely delivery of "emergency" or "interim" supplies when and where required by UCS.

6. Upon expiration or termination of this Agreement or any extension thereof, any supplies in UCS's possession in full-carton quantities shall be returned to EASTERN, at EASTERN's expense, for full credit.

7. During the term of this Agreement and any extension thereof, the cost of supplies shall

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be as set forth below. Notwithstanding the foregoing, in the event that new upgraded models rented pursuant to Paragraph E above require supplies whose costs are other than as listed below, the cost for each individual item may change but the total cost per copy for the supplies used by each new upgraded model may not be greater than the total cost per copy of the supplies used by the replaced model.

a. Category I, II and III copier supplies:

Toner - \$232.40 per carton (yield - approximately 120,000 copies)

Developer - \$113.33 per cartridge (yield - approximately 200,000 copies)

Staples - \$23.00 per Carton (yield - 15,000 staples)

b. Category IV copier supplies:

Toner - \$273.12 per carton (yield - 190,000 copies)

Developer - \$116.00 per carton (yield - 250,000 copies)

Staples - \$23.00 per Carton (yield - 15,000 staples)

I. Price Reductions

In the event that, during the term of this Agreement or any extension thereof, EASTERN reduces the price of any item covered by this Agreement, including copiers, accessories, maintenance or supplies, UCS shall receive the full benefit of such price reduction. EASTERN must notify UCS in writing of any such price reduction within five (5) business days of the effective date thereof.

J. Cancellation and Removal of Equipment

1. All Konica copiers shall be removed by EASTERN without charge upon expiration or termination of this Agreement or any extension thereof, except as otherwise directed by UCS.

2. Whenever the cancellation and removal of an individual copier is determined to be necessary and is authorized in writing by UCS, the copier shall be removed by EASTERN without charge.

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any service call from UCS received by EASTERN before noon on that day and shall respond to all requests to repair a copier not later than noon of the next working day for any service call from UCS received by EASTERN after noon on the previous day.

4. Failure by EASTERN to respond to remedial service calls within the time periods set forth in Paragraph 2 above may, at the discretion of UCS, result in a ten percent (10%) reduction of the invoiced monthly base charges (including accessories) for that rental unit for each business day service is delayed.

5. If a copier cannot be made operational within a reasonable time or if it becomes necessary to remove the copier for proper servicing, EASTERN shall forthwith provide UCS with a comparable "loaner" copier, including the appropriate chemicals for the model loaned, at no cost to UCS pending return or replacement of the original copier.

6. Throughout the term of this Agreement and any extension thereof, whenever UCS determines that a specific copier is not performing satisfactorily despite EASTERN's attempts at repair, EASTERN shall, upon written notification from UCS, forthwith replace the unsatisfactory copier with another copier of the same model or with one having the same or greater capabilities and features as the unsatisfactory copier. Rental charges for any such replacement copier shall be at the rates for that model set forth herein.

L. Relocation of Installed Copiers

1. Should it become necessary to relocate a copier subsequent to its initial installation, EASTERN shall be entitled to the fees set forth below. Such fees shall be inclusive of all services and materials associated with the relocation, including but not limited to transportation, delivery, re-installation, testing and operator training (if necessary):

- a. Downstate (NYC, Nassau, Suffolk, Westchester Counties)

Intra-Building:

No Stair Carry	\$100.00
With Stair Carry	\$175.00

Inter-Building:

No Stair Carry (Elevators/Ramps avail.)	\$325.00
With Stair Carry	\$525.00

b. All other areas of New York State

Intra-Building:

No Stair Carry	\$100.00
With Stair Carry	\$175.00

Inter-Building:	<u>No Stair Carry</u>	<u>With Stair Carry</u>
* 1 - 50 Miles	\$250.00	\$350.00
* 51 - 75 Miles	\$295.00	\$395.00
* 76+ Miles	\$350.00	\$450.00

\* Distance between removal location and location of re-installation.

The above prices represent the maximum fees which may be charged. UCS reserves the right to negotiate a lower fee for any specific relocation.

M. UCS Contract Sub-Numbers

For purposes of program coordination and to facilitate accurate invoicing and payments, UCS will devise and assign a contract sub-number for each requested installation. EASTERN agrees to:

1. Affix appropriate contract and contract sub-numbers to all shipping/delivery documents, supply orders, service call reports/tickets, billing invoices and related correspondence.

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2. Affix the assigned sub-number to each installed copier in a manner and location easily visible to court and service personnel. EASTERN may employ such method/material as will remain affixed and legible throughout the term of the installation and shall replace the affixed sub-number as required.

**IV. AGREEMENT COORDINATORS; REPORTING**

A. EASTERN shall provide the name, address and toll-free telephone number of an individual who shall serve as primary contact and Account Coordinator for EASTERN and whom UCS may contact regarding any requests, questions or problems concerning supplies, equipment and service. The Account Coordinator shall be expected to work closely with all UCS personnel concerning all aspects of this Agreement and the Copier Program.

B. UCS shall designate an Agreement Coordinator for UCS, who, in cooperation with UCS personnel, shall act as primary contact for EASTERN concerning the terms of this Agreement and the Copier Program.

C. EASTERN shall provide the UCS Agreement Coordinator with such written and oral status reports as UCS may from time to time request.

**V. METHOD OF PAYMENT**

A. For locations outside New York City, payment by UCS shall be made in accordance with a district-based billing procedure, as provided to EASTERN by UCS.

B. For locations within New York City (Queens, Kings, Bronx, Richmond and New York Counties), payment by UCS shall be made pursuant to direct billings to the respective courts and

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offices, as identified and provided to EASTERN by UCS.

C. EASTERN shall bill UCS, as set forth in paragraphs A and B above, on a quarterly basis in advance for the base rental amount of each copier, plus any optional features. Meter charges in excess of the three (3) month aggregate allowances shall be billed quarterly in arrears.

D. EASTERN shall bill UCS, as set forth in paragraphs A and B above, for supplies after the delivery of each order.

E. In the event that payment is not made to EASTERN by UCS when due and owing in accordance with Article X1-A of the New York State Finance Law and with the Comptroller's Bulletin No. A-91, EASTERN shall be entitled to interest on the late payment.

## **VI. QUANTITIES**

UCS does not guarantee that it shall rent any specified number of copiers or purchase any specified amount of supplies from EASTERN during the term of this Agreement or any extension thereof, but EASTERN agrees that it shall accept all orders placed by UCS for copiers and related supplies during this period. EASTERN is aware that UCS will order its copier paper supplies from alternative sources. Such copier paper shall conform to the manufacturer's specifications for Konica copiers.

## **VII. EVENTS OF DEFAULT**

The term "Event of Default," as used herein, means the occurrence of any one of the following events:

A. By UCS

1. Failure to make any payment as it becomes due in accordance with the terms of this Agreement and with Article XI-A of the New York State Finance Law; or

2. Failure to perform or observe any other material covenant, condition or agreement to be performed or observed by it hereunder.

3. The nonpayment or nonperformance of any obligation of UCS, as described in Sub-paragraphs (1) and (2) above, shall not be deemed an Event of Default unless the same shall not have been cured within thirty (30) days after written notice to UCS of such nonpayment or nonperformance. Any nonpayment or nonperformance which, in the exercise of due diligence, cannot be cured within such thirty (30) day period shall not be deemed an Event of Default so long as UCS shall, within such period, commence and thereafter continue diligently to cure such nonperformance. In the event of nonpayment, UCS shall be deemed to be diligently curing the default if UCS provides EASTERN with a statement in writing that it has taken all steps required of it pursuant to standard New York State procedures to cause payment to be made to EASTERN by the Office of the New York State Comptroller ("OSC").

B. BY EASTERN

1. Failure to deliver or install.

2. Failure of copiers and related accessories and supplies to meet specifications or to perform as set forth in Section III(C) above.

3. Failure to provide adequate maintenance or support service, including the provision of supplies, as set forth in Section III(G) and (J) above.

4. Failure to perform any other covenant, condition or promise set forth in this Agreement.

## **VIII. REMEDIES ON DEFAULT**

### **A. EASTERN's Remedies on Default of UCS**

Upon the occurrence of an Event of Default by UCS, EASTERN shall notify UCS in writing of the occurrence of the Event of Default. If, within thirty (30) days of such notification, UCS has not cured the Event of Default, then:

1. EASTERN may, by written notice, require that UCS promptly return the copiers to EASTERN at UCS's expense; and
2. EASTERN may, in the case of maintenance service, discontinue providing such service immediately.
3. In addition to and not in limitation of the above remedies, EASTERN shall have all other rights and remedies available to it at law and in equity.

### **B. UCS's Remedies on Default of EASTERN**

Upon the occurrence of an Event of Default by EASTERN, UCS shall notify EASTERN in writing of the occurrence of the Event of Default. If, within fifteen (15) days of such notification, EASTERN has not cured the Event of Default, then:

1. UCS shall have the right to terminate this Agreement in whole or in part without further financial obligation whatsoever, and EASTERN, upon notice of such termination, shall remove all copiers at its own cost and expense; and
2. In addition to, and not in limitation of, the above remedies, UCS shall have all other rights and remedies available to it at law and in equity.

**IX. INDEMNIFICATION**

EASTERN hereby agrees to indemnify UCS against all losses, costs and expenses which UCS may incur by reason of EASTERN's negligence.

**X. FORCE MAJEURE**

Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of such party. Such acts shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, earthquakes or other disasters.

**XI. HEADINGS**

Headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

**XII. ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter herein and all prior agreements, representations, statements, negotiations and undertakings are superseded hereby.

**XIII. PARTIAL INVALIDITY**

If any term or provision of this Agreement shall be found to be illegal or unenforceable then,

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notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

**XIV. CONSENT TO BREACH NOT WAIVER**

No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

**XV. AUTHORITY**

Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. Each party further acknowledges that it has read this Agreement, understands it and agrees to be bound by it.

**XVI. GOVERNING LAW**

This Agreement will be governed by, and construed in accordance with, the laws of the State of New York.

**XVII. NOTICES**

Except as otherwise provided herein, all notices to be given under this Agreement shall be made in writing and delivered to the other at its address set forth herein (or at such address as the party may

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provide in writing from time to time), either personally or by regular mail. Any such notice shall be deemed to have been given when delivered, if by personal delivery, or three (3) days subsequent to mailing.

**XVIII. ASSIGNMENT AND DELEGATION**

Other than as specified in Appendix II, the rights and obligations of EASTERN under this Agreement may not be assigned, delegated or subcontracted without the prior express written consent of UCS.

**XIX. TERMINATION AND MODIFICATION**

A. This Agreement may be terminated by UCS for cause as set forth in Sections VII and VIII above and without cause upon ninety days written notice to EASTERN. In the event of termination by UCS prior to the end of the original or the extension term, UCS shall not be liable for any cancellation charges.

B. This Agreement may be modified only by the signed written agreement of the parties and with the approval of OSC. Notwithstanding the foregoing, rental of new, upgraded replacement models of copiers made in accordance with Section III(E) above shall require written notice to but not the prior approval of OSC.

**XX. AUTHORIZED DEALER**

EASTERN warrants that it is an authorized dealer of Konica Minolta Business Solutions, the manufacturer of the copiers it will be renting to UCS pursuant to this Agreement, and that Konica

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# UCS

# CM00834

Minolta Business Solutions has agreed to supply it with all required quantities of the all items ordered by EASTERN pursuant to and throughout the term of this Agreement. Upon request by UCS, EASTERN shall provide a certificate from the manufacturer of the copiers acknowledging these facts.

UCS Certification

UCS certifies that an original or photocopy of this signature page will be attached to every exact copy of this Agreement

FOR: EASTERN COPY PRODUCTS, LLC.

*[Handwritten Signature]*

Name

*Vice President*

Title

Dated: 2/28/06

FOR: NEW YORK UNIFIED COURT SYSTEM

*[Handwritten Signature]*

Ronald Younkins  
Chief of Operations

Dated: 2/1/06

Approved:

Alan G. Hevesi  
Comptroller

**APPROVED**  
DEPT. OF AUDIT & CONTROL  
  
JUL 14 2006  
  
*[Handwritten Signature]*  
FOR THE STATE COMPTROLLER

Dated: \_\_\_\_\_

APPROVED AS TO FORM  
NYS ATTORNEY GENERAL  
  
APR 21 2006  
  
*[Handwritten Signature]*  
PETER FAVRETTO  
ASSOCIATE ATTORNEY

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ACKNOWLEDGEMENT

STATE OF NEW YORK )

) ss.:

COUNTY OF ALBANY )

On this 28 day of February 2006, before me personally came William F. Chioschis, to me known, who, being by me duly sworn, did depose and say that he/she resides in Newsselter County and that he/she is the Vice President for EASTERN COPY PRODUCTS, LLC, the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he/she signed his name thereto by like order.

*Elizabeth A. Faltermeier*  
NOTARY PUBLIC

Elizabeth A. Faltermeier  
Notary Public State of New York  
Qualified in Montgomery County  
Reg. No. 01FA6060476  
Commission Expires 6/25/20 07

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**\*\*\* GENERAL SPECIFICATIONS \*\*\***

**NOTE:** IN ADDITION TO SUCH OTHER REQUIREMENTS AS MAY BE REFERENCED OR INCORPORATED HEREIN, THE **NYS UNIFIED COURT SYSTEM STANDARD REQUEST FOR BID CLAUSES & FORMS, ATTACHMENT I AND NEW YORK STATE UNIFIED COURT SYSTEM VENDOR TAX COMPLIANCE & CERTIFICATION - ATTACHMENT II**, IS ATTACHED HERETO AND FULLY INCORPORATED HEREIN.

**PURPOSE AND SCOPE:**

THE NEW YORK STATE OFFICE OF COURT ADMINISTRATION - CONTRACT & PROCUREMENT ADMINISTRATION UNIT (OCA-C&PA) IS SOLICITING SEALED BIDS FOR THE PURPOSE OF ESTABLISHING **A SINGLE, ESTIMATED QUANTITY TERM CONTRACT** COVERING THE RENTAL OF NEW, DIGITAL PHOTOCOPYING EQUIPMENT FOR PARTICIPATING COURTS AND RELATED OFFICES THROUGHOUT THE NEW YORK STATE UNIFIED COURT SYSTEM (UCS). THE SCOPE OF THIS SOLICITATION SHALL INCLUDE; PHOTOCOPYING EQUIPMENT, ACCESSORIES & FEATURES, DELIVERY, INSTALLATION, OPERATOR INSTRUCTION, REMOVAL, FULL SERVICE MAINTENANCE AND ALL NECESSARY OPERATING CHEMICALS. APPROXIMATELY **1255 UNITS** ARE INSTALLED UNDER THE CURRENT AGREEMENT, **BUT THIS IS NOT TO BE CONSTRUED AS THE NUMBER TO BE AWARDED PURSUANT TO THIS BID.**

**CONTRACT PERIOD:**

AWARDED CONTRACT WILL BE FOR THE PERIOD COMMENCING **APRIL 01, 2006 - MARCH 31, 2009 (36 MONTHS).**

**CONTRACT EXTENSION:**

THE OCA-C&PA RESERVES THE RIGHT TO EXTEND THE CONTRACT FOR A PERIOD NOT TO EXCEED ONE HUNDRED-EIGHTY (180) DAYS UPON WRITTEN NOTIFICATION TO CONTRACTOR. SUCH EXTENSION SHALL BE BASED

UPON THE SAME TERMS, CONDITIONS AND PRICING STRUCTURE AND SUBJECT TO THE APPROVALS OF THE NYS ATTORNEY GENERAL AND COMPTROLLER.

**PRE-BID CONFERENCE:**

A PRE-BID CONFERENCE WILL BE CONDUCTED **SHARPLY AT 11:00AM (DST) MAY 10, 2005** AT THE OFFICE OF COURT ADMINISTRATION - CONTRACT & PROCUREMENT ADMINISTRATION CONFERENCE ROOM, 42 KARNER ROAD, ALBANY, NY 12205. ALTHOUGH ATTENDANCE IS NOT MANDATORY, **BIDDERS ARE STRONGLY ENCOURAGED TO ATTEND AND MUST NOTIFY OCA-C&PA @ (518) 869-4732** OF PLANNED ATTENDANCE. QUESTIONS RELATING TO THIS RFB MUST BE RECEIVED IN WRITING AT LEAST THREE (3) BUSINESS DAYS PRIOR TO THE PRE-BID CONFERENCE, ATTENTION OF GLENN R. HARRISON, UCS CONTRACTS & PROCUREMENT ADMINISTRATOR AT THE AFOREMENTIONED ADDRESS, OR BY FAX TO, **(518) 869-4735** OR VIA E-MAIL TO: [GHARRISO@COURTS.STATE.NY.US](mailto:GHARRISO@COURTS.STATE.NY.US) . A PRELIMINARY "Q&A" HANDOUT WILL BE PROVIDED AT THE PRE-BID. AUDIO/VIDEO RECORDING OF THE PRE-BID CONFERENCE AND SUBSEQUENT BID OPENING IS PERMITTED, PROVIDED A TRUE AND COMPLETE COPY OF THE RECORDING IS DELIVERED TO OCA-C&PA WITHIN 5 BUSINESS DAYS THEREAFTER.

**METHOD OF AWARD:**

THE OCA-C&PA WILL AWARD ANY RESULTING CONTRACT TO A **SINGLE CONTRACTOR**. SPECIFICALLY, ALL VOLUME CATEGORIES INDICATED HEREIN SHALL BE AWARDED TO ONE (1) CONTRACTOR - **THERE WILL BE NO SPLIT AWARDS**. AWARDED CONTRACT WILL BE TO THE **LOWEST-COST** (SEE "COST METHODOLOGY" UNDER "DETAILED SPECIFICATIONS"), **RESPONSIBLE** BIDDER. "RESPONSIBLE BIDDER" SHALL BE DEFINED AS, BUT NOT LIMITED TO, COMPLIANCE WITH THIS RFB/SPECIFICATIONS, MODEL TESTING AND EVALUATION, BIDDER'S CURRENT NEW YORK STATE

INSTALLATION POPULATION, SERVICE NETWORK RESOURCES AND CAPABILITIES, CONTRACT PERFORMANCE HISTORY, FINANCIAL STABILITY, BIDDER'S MARKETING AND MANUFACTURING SUPPORT OF THE MODEL(S) OFFERED.

**JUDICIARY USE:**

AWARDED CONTRACT SHALL BE FOR USE BY THE NYS COURTS AND RELATED OFFICES, WHICH MAY INCLUDE CERTAIN NOT-FOR-PROFIT ORGANIZATIONS RECEIVING FUNDING FROM THE UCS.

**QUALIFICATION OF BIDDER:**

BIDS WILL BE ACCEPTED ONLY FROM ESTABLISHED MANUFACTURERS OR THEIR AUTHORIZED DEALERS. IN THE EVENT A BID IS SUBMITTED BY A DEALER, THE DEALER HEREBY GUARANTEES THAT THEY ARE AN AUTHORIZED DEALER OF THE MANUFACTURER AND THAT THE MANUFACTURER HAS AGREED TO SUPPLY THE DEALER WITH ALL QUANTITIES OF ITEMS TO BE ORDERED BY THE DEALER PURSUANT TO, AND THROUGHOUT THE DURATION THEREOF, ANY RESULTING CONTRACT WITH THE UCS AND FURTHER AGREES TO PROVIDE THE OCA-C&PA WITH A CERTIFICATE FROM THE MANUFACTURER ACKNOWLEDGING SAME, IF REQUESTED. ADDITIONALLY, NO BID WILL BE CONSIDERED UNLESS THE BIDDER CAN DEMONSTRATE AND CONFIRM STATEWIDE SERVICE RESOURCES WITH TRAINED PERSONNEL QUALIFIED TO SERVICE THE EQUIPMENT OFFERED. SEE ADDITIONAL REQUIREMENTS: "SERVICE CAPABILITY".

**INFORMATION TO BE FURNISHED WITH BID:**

THE BIDDER MUST SUBMIT WITH THEIR BID, DETAILED SPECIFICATIONS, BROCHURES AND ALL NECESSARY DATA ON THE MODELS AND ACCESSORIES TO BE FURNISHED. IF ANY EQUIPMENT OFFERED DEVIATES

FROM THE SPECIFICATIONS LISTED HEREIN, **SUCH DIFFERENCES MUST BE EXPLAINED IN DETAIL ON A SEPARATE PIECE OF BIDDER'S LETTERHEAD.**

THE BIDDER MUST INDICATE THE MANUFACTURER'S NAME, THE ADDRESS WHERE THE PROPOSED ITEM OR ITEMS WILL BE PRODUCED AND THE CATALOG REFERENCES OR MODEL NUMBER(S).

**REFERENCES:**

MANUFACTURER, OR AUTHORIZED DEALER MUST PROVIDE WITH THEIR RESPONSE, THE NAMES OF FOUR (4) PRIVATE OR GOVERNMENTAL SINGLE ENTITIES (INCLUDING CONTACT PERSONS AND PHONE NUMBERS) FOR WHICH A LARGE-SCALE INSTALLATION (MINIMUM 500 UNITS) HAS BEEN COMPLETED , INCLUSIVE OF FULL MAINTENANCE SERVICES, WITHIN THE PRIOR TWO (2) YEAR PERIOD.

**NOTE: FAILURE TO SUBMIT ANY OF THE DATA REQUESTED IN THIS RFB IN A TIMELY MANNER MAY RESULT IN REJECTION OF THE BID.**

**ALTERNATE BIDS:**

THE OCA-C&PA RESERVES THE RIGHT TO CONSIDER ALTERNATE BIDS CONTAINING DEVIATIONS FROM THE RFB/SPECIFICATIONS IF:

1. THE ALTERNATE BID IS SUBSTANTIALLY COMPLIANT WITH THIS RFB/SPECIFICATION AND,
2. CONSIDERATION OF SUCH ALTERNATE BID WOULD RESULT IN AN ENHANCED BENEFIT TO THE UCS.

BIDDERS SHALL EXPLAIN IN DETAIL WHERE SUCH ALTERNATE BIDS DEVIATE FROM OR QUALIFY THE TERMS OF THIS RFB & SPECIFICATIONS AS ISSUED.

**SUCH INFORMATION SHALL BE PRESENTED ON BIDDER'S LETTERHEAD.**

**ORIGINAL BID & DOCUMENT COPIES:**

IN ADDITION TO THE RETURN OF ALL REQUIRED ORIGINAL INK-SIGNED BID DOCUMENTS (STAMPS OR ELECTRONIC SIGNATURES NOT ACCEPTABLE), **BIDDERS MUST INCLUDE FOUR (4) COPIES** OF SAME (I.E. "REQUEST FOR BID", "BID RESPONSE FORM(S)", "ACKNOWLEDGMENT", "NON-COLLUSIVE BIDDING CERTIFICATE", "ATTACHMENT II" BRANCH/DEALERSHIP DATA AND MODEL SPECIFICATIONS/BROCHURES **WITH NOTED DEVIATIONS**, IF ANY - (SEE BELOW) AND DOCUMENT ENCLOSURE CHECKLIST.

**IMPORTANT - BIDDERS ARE NOT TO RETYPE OR RECONFIGURE, IN WHOLE OR IN PART, ANY DOCUMENTS ISSUED IN CONNECTION WITH THIS RFB/SPECIFICATIONS, SUBJECT TO POSSIBLE DISQUALIFICATION.**

**MODEL SPECIFICATION DEVIATIONS:**

**BIDDERS MUST, WITHOUT EXCEPTION**, CLEARLY AND COMPREHENSIVELY NOTE ANY AND ALL INSTANCES WHERE THE EQUIPMENT BEING OFFERED DEVIATES FROM THE SPECIFICATIONS AND REQUIREMENTS NOTED HEREIN.

BIDDER SHALL NOT MAKE THE PRESUMPTION AS TO WHETHER SUCH DEVIATION IS OF A "MINOR" OR INCONSEQUENTIAL NATURE; THAT DETERMINATION IS THE SOLE PROVINCE OF THE OFFICE OF COURT ADMINISTRATION. ALSO, BIDDER MUST INDICATE THE EQUIPMENT CONFIGURATION, INCLUSIVE OF ANY/ALL ACCESSORIES OFFERED, NECESSARY TO BE COMPLIANT WITH CATEGORICAL SPECIFICATIONS AT PRICING OFFERED.

**PRICE DECREASE:**

IN THE EVENT OF A PRICE DECREASE OF AN ITEM COVERED BY THESE SPECIFICATIONS AND CONTRACT AWARD (EQUIPMENT, ACCESSORIES, FSMA, CHEMICALS) TAKING EFFECT DURING ANY PERIOD COVERED BY THE

CONTRACT, THE UCS SHALL RECEIVE FULL BENEFIT OF SUCH PRICE REDUCTION(S). THE OCA CONTRACT & PROCUREMENT ADMINISTRATOR MUST BE NOTIFIED IN WRITING OF ANY PRICE REDUCTIONS WITHIN FIVE (5) BUSINESS DAYS OF THE EFFECTIVE DATE OF PRICE DECREASE.

**ESTIMATED QUANTITIES:**

ANY QUANTITIES NOTED HEREIN ARE EXPRESSLY FOR THE PURPOSE OF PROVIDING BIDDERS WITH A SENSE OF PROGRAM SCOPE AND UNDERSTOOD TO BE ESTIMATED ONLY AND FURTHER, **NO GUARANTEE OF ANY SPECIFIC QUANTITY IS IMPLIED, NOR WILL BE GIVEN.**

**MODEL DEMONSTRATIONS:**

THE EVALUATION OF BIDS SHALL INCLUDE FIELD TESTING AT A NUMBER OF SELECTED SITES STATEWIDE, OF MODELS AND ACCESSORIES OFFERED. THEREFORE, BIDDER AGREES TO SHIP, INSTALL AND MAKE OPERATIONAL (INCLUDING FULL TRAINING OF DESIGNATED COURT PERSONNEL) UP TO THREE (3) UNITS EACH OF THE COPIER SYSTEMS OFFERED FOR TESTING/EVALUATION PURPOSES, AT NO CHARGE, WITHIN FIVE (5) BUSINESS DAYS OF NOTIFICATION BY THE OCA CONTRACT & PROCUREMENT ADMINISTRATOR. SPECIFIC LOCATIONS WILL BE COMMUNICATED AT TIME OF NOTIFICATION. REMOVAL AT CONCLUSION OF TESTING/EVALUATION PERIOD, IF NECESSARY, SHALL BE WHOLLY AT THE BIDDER'S EXPENSE.

FOR TESTING PURPOSES, BIDDER SHALL ALSO PROVIDE (AT NO CHARGE) SUFFICIENT CHEMICALS TO PRODUCE THE EQUIVALENT OF TWO (2) TIMES THE CATEGORICAL AVERAGE MONTHLY VOLUME AT EACH SELECTED TEST LOCATION. SITE-SPECIFIC VOLUME WILL ALSO BE PROVIDED AT TIME OF NOTIFICATION.

**PRICING TERMS:**

**ALL PRICES SHALL REMAIN FIRM FOR ANY PERIOD WHICH THE CONTRACT IS IN FORCE (EXCEPT FOR ANY DECREASE(S), SHALL BE NET F.O.B. INSTALL DESTINATION - INSIDE DELIVERY, INCLUDING UNCRATING, SETTING IN PLACE, READYING FOR USE AND OPERATIONAL INSTRUCTION OF COURT PERSONNEL ANYWHERE IN NEW YORK STATE.**

**MANDATORY RESERVE POOL:**

AWARDED CONTRACTOR, OR DESIGNEE, **MUST** MAINTAIN A RESERVE POOL OF TWO (2) UNITS OF EACH MODEL AWARDED (OR APPROVED SUBSTITUTES) FOR PRIORITY INSTALL SITUATIONS AS DETERMINED BY THE OCA CONTRACT & PROCUREMENT ADMINISTRATOR. ONE (1) UNIT OF EACH MODEL SHALL BE A BASE MODEL AND ONE (1) UNIT OF EACH MODEL SHALL BE ACCESSORY-EQUIPPED AS DETERMINED BY THE OCA CONTRACT & PROCUREMENT ADMINISTRATOR. **SUCH UNITS MUST BE RESERVED FOR THE EXCLUSIVE USE OF THE UCS, BE SHIPPED WITHIN 24 HOURS OF NOTIFICATION, DELIVERED AND MADE OPERATIONALLY READY AT USER LOCATION NOT MORE THAN 96 HOURS FROM NOTIFICATION.**

**GUARANTEE:**

THE BIDDER GUARANTEES THAT THE EQUIPMENT OFFERED IS STANDARD NEW COPIERS, IN EXCELLENT WORKING CONDITION OF REGULAR IN-LINE CURRENT(STOCK) MODEL(S), AND EQUIPPED WITH ALL PARTS REGULARLY USED OR INHERENT WITH SUCH EQUIPMENT. ALSO, THAT NO ATTACHMENT OR PART HAS BEEN SUBSTITUTED OR APPLIED CONTRARY TO THE MANUFACTURER'S RECOMMENDATIONS AND STANDARD PRACTICE. ANY MODIFICATIONS OR IMPROVEMENTS (I.E. RETROFITS/SOFTWARE UPDATES) MADE BY THE MANUFACTURER WILL BE INCORPORATED ON ALL INSTALLED-TO-DATE AND SUBSEQUENTLY DELIVERED EQUIPMENT AT NO COST TO THE UCS.

IF ANY AWARDED MODEL IS DISCONTINUED, OR BECOMES UNAVAILABLE DURING ANY PERIOD THE CONTRACT IS IN FORCE, CONTRACTOR WILL BE REQUIRED TO SUBSTITUTE A COMPARABLE OR SUPERIOR MODEL FOR NEW OR SERVICE REPLACEMENTS AT NO INCREASE IN COSTS UPON APPROVAL BY CONTRACT & PROCUREMENT ADMINISTRATOR. UNDER NO CIRCUMSTANCES MAY A MODEL SUBSTITUTION OCCUR WITHOUT THE EXPRESS WRITTEN CONSENT OF THE OCA CONTRACT & PROCUREMENT ADMINISTRATOR. UP TO THREE (3) OF EACH PROPOSED, SUBSTITUTE MODEL(S) MAY BE SUBJECT TO A 30 DAY FIELD TEST AT THE DISCRETION OF THE OCA CONTRACT & PROCUREMENT ADMINISTRATOR.

**EQUIPMENT PERFORMANCE:**

COPY EQUIPMENT MUST PERFORM TO THE USING COURT'S/OFFICE'S SATISFACTION. PAPER JAMS AND MINOR MALFUNCTIONS MUST BE EASILY CORRECTED AT THE OPERATING LOCATION BY PERSONNEL ASSIGNED BY THE COURT OR OFFICE . CONTRACTOR SHALL BE ACCORDED A REASONABLE OPPORTUNITY TO CORRECT THE MALFUNCTION, HOWEVER EQUIPMENT FAILING TO PERFORM SATISFACTORILY SHALL BE PROMPTLY REMOVED OR REPLACED UPON NOTIFICATION FROM THE OCA CONTRACT & PROCUREMENT ADMINISTRATOR (SEE "MODEL REPLACEMENT").

**EQUIPMENT DELIVERIES:**

ALL PHOTOCOPIERS MUST BE DELIVERED AND OPERATIONAL THIRTY (30) CALENDAR DAYS, OR SOONER, UPON WRITTEN NOTIFICATION FROM THE OCA CONTRACT & PROCUREMENT ADMINISTRATOR.

**SUPPLY DELIVERIES - INITIAL:**

CONTRACTOR WILL BE REQUIRED TO SHIP OPERATING CHEMICALS

(BILLABLE) COMMENSURATE WITH THE INITIAL DELIVERY & INSTALLATION OF EACH COPIER IN QUANTITIES EQUAL TO TWO (2) TIMES THE CATEGORICAL AVERAGE MONTHLY VOLUME.

**SUPPLY DELIVERIES - SUBSEQUENT:**

THROUGHOUT THE TERM OF THE CONTRACT, CONTRACTOR WILL BE REQUIRED TO SHIP OPERATING SUPPLIES (CHEMICALS) ON AN "AS NEEDED BASIS". ORDERS FOR SUPPLIES WILL BE COMMUNICATED VERBALLY DIRECTLY BY THE COURT/OFFICE OR THEIR RESPECTIVE DISTRICT/ADMINISTRATIVE OFFICE WITHOUT A REQUISITE PURCHASE DOCUMENT. ACCORDINGLY, CONTRACTOR IS REQUIRED TO PROVIDE A DESIGNATED TOLL-FREE PHONE NUMBER FOR THIS PURPOSE.

**CONTRACT EXPIRATION/TERMINATION - SUPPLIES:**

UPON EXPIRATION OR TERMINATION OF THE AWARDED CONTRACT, ANY CHEMICALS ON HAND EQUAL TO FULL CARTON QUANTITIES SHALL BE RETURNABLE AT CONTRACTOR'S EXPENSE FOR FULL CREDIT.

**CONTRACTOR COORDINATOR:**

AWARDED CONTRACTOR WILL BE REQUIRED TO APPOINT AN INDIVIDUAL TO ACT AS PRIMARY CONTACT AND UCS ACCOUNT COORDINATOR THROUGHOUT THE CONTRACT TERM. THE ACCOUNT COORDINATOR WILL BE EXPECTED TO WORK CLOSELY WITH THE OCA CONTRACT & PROCUREMENT ADMINISTRATOR AND OTHER UCS PERSONNEL WITH RESPECT TO ALL PHASES OF THE PROGRAM. CONTRACTOR WILL ESTABLISH A TOLL-FREE NUMBER FOR THIS PURPOSE.

**EQUIPMENT/ACCESSORY PLACEMENTS:**

INSTALLATIONS OF COPIERS OR ACCESSORIES WILL BE SUBJECT TO THE

DISTRICT/ADMINISTRATIVE OFFICE AND THE OCA-C&PA. **AUTHORIZATION TO SHIP AND INSTALL COPIERS OR ACCESSORIES SHALL BE IN WRITING SOLELY FROM THE OCA CONTRACT & PROCUREMENT ADMINISTRATOR** AND SHALL BE BINDING WHEN POSTED OR ELECTRONICALLY COMMUNICATED TO CONTRACTOR'S , OR DESIGNEE'S, ADDRESS.

**CENTRALIZED BILLING PROCEDURE:**

AWARDED CONTRACTOR WILL BE REQUIRED TO COMPLY WITH A DISTRICT-BASED SUMMARY BILLING PROCEDURE CURRENTLY IN PLACE FOR THE INVOICING OF COPIER PAYMENTS (SPECIFICS AVAILABLE UPON REQUEST). INSTALLATIONS IN THE **FIVE BOROUGHES OF NEW YORK CITY** WILL ALSO REQUIRE SUMMARY BILLING TO APPROXIMATELY EIGHTEEN (18) ADMINISTRATIVE LOCATIONS. PRECISE BILLING INFORMATION SHALL BE PROVIDED TO AWARDED CONTRACTOR.

**STATUS REPORTING:**

CONTRACTOR SHALL PROVIDE THE OCA-C&PA WITH SUCH STATUS REPORTS AS MAY BE REASONABLY AND OCCASIONALLY REQUESTED.

**SERVICE CAPABILITY:**

BIDDERS MUST BE CAPABLE OF ASSURING AND MAINTAINING STATEWIDE SERVICE SUPPORT FOR AWARDED INSTALLATIONS THROUGHOUT THE NEW YORK STATE UNIFIED COURT SYSTEM. THEREFORE, BIDDERS **MUST INCLUDE WITH THEIR RESPONSE** A COMPLETE LISTING OF THOSE BRANCH OR DEALERSHIP LOCATIONS WHICH WILL RENDER SERVICE , THEIR GEOGRAPHIC AREAS OF RESPONSIBILITY AND PRESENT NUMBER OF SERVICE PERSONNEL QUALIFIED/CERTIFIED ON EACH MODEL BEING OFFERED FOR BID. "STATEWIDE SERVICE SUPPORT" SHALL, AS A MINIMUM, BE CAPABLE OF COMPLYING WITH THE REQUIREMENTS SET FORTH IN "SERVICE CALLS" BELOW.

**SERVICE CALLS:**

SERVICE CALLS REPORTED IN THE **FORENOON** OF ANY WORKING DAY WILL BE SERVICED ON THE **SAME DAY**. SERVICE CALLS REPORTED IN THE **AFTERNOON** OF ANY WORKING DAY WILL BE SERVICED NOT LATER THAN NOON OF THE **NEXT WORKING DAY**. CONTRACTOR SHALL ESTABLISH A TOLL-FREE NUMBER FOR THIS PURPOSE.

**NOTE:** FAILURE TO RESPOND WITHIN THE STATED TIME PERIODS MAY RESULT IN A REDUCTION OF INVOICED CHARGES AS FOLLOWS; 10% OF TOTAL INVOICED MONTHLY AMOUNT APPLICABLE TO THE RESPECTIVE UNIT FOR EACH BUSINESS DAY THAT SERVICE IS DELAYED.

IF THE UNIT CANNOT BE MADE FULLY FUNCTIONAL, OR IT BECOMES NECESSARY TO REMOVE THE UNIT FOR PROPER SERVICING, CONTRACTOR MUST PROVIDE AN IMMEDIATE COMPARABLE "LOANER" MODEL, INCLUDING CHEMICALS IF SUCH LOANER MODEL IS OTHER THAN AN AWARDED MODEL, AT NO CHARGE PENDING THE RETURN OR REPLACEMENT OF THE ORIGINAL UNIT.

**MODEL REPLACEMENT:**

IF A SPECIFIC MACHINE IS NOT PERFORMING TO THE SATISFACTION OF THE USER LOCATION AFTER CONTRACTOR'S REASONABLE ATTEMPTS TO CORRECT SAME, AN IMMEDIATE LIKE FOR LIKE REPLACEMENT WILL BE PERFORMED UPON WRITTEN NOTIFICATION BY THE OCA CONTRACT & PROCUREMENT ADMINISTRATOR.

**IMPORTANT!!**

**BIDDERS ARE ADVISED THAT DIGITAL TECHNOLOGY IS REQUIRED FOR ALL CATEGORIES SPECIFIED HEREIN.** "DIGITAL" IS HEREIN DEFINED AS A SYSTEM WITH THE ABILITY AND FUNCTION OF SCANNING AND DIGITIZING ORIGINALS INTO MEMORY BEFORE REPRODUCING THEM, PROVIDING UNLIMITED DUPLEXING CAPABILITIES AND WHICH CAN BE OPTIONALLY CONFIGURED AS MULTI FUNCTIONAL DEVICES TO ACHIEVE FAXING, PRINTING AND/OR SCANNING.

THERE CURRENTLY EXISTS APPROXIMATELY **1255** COPIER INSTALLATIONS AT COURT LOCATIONS THROUGHOUT THE UCS. THE JUDICIAL MAP - **APPENDIX B** REFLECTS THE GENERAL DISTRIBUTION OF THE UNITS STATEWIDE. THE INSTALLATIONS CONSIST OF EITHER A BASE MODEL POSSESSING CERTAIN INHERENT FEATURES OR, THE BASE MODEL EQUIPPED WITH ONE OR MORE OPTIONS (I.E. STACK-FED AUTOMATIC DOCUMENT FEEDER, STAPLER - FINISHER, AUTO TWO-SIDED COPYING (DUPLEXING) AS PRESENTED BELOW.

**CATEGORY I -** MONTHLY VOLUME OF **1,000 - 10,000** COPIES  
AVERAGE MONTHLY VOLUME: **3100** COPIES  
APPROX. NUMBER OF BASE UNITS: **26**  
APPROX. NUMBER WITH ACCESSORY(S): **723**  
APPROX. TOTAL CURRENT INSTALLS: **729**  
APPROX. NUMBER NETWORKED: **04**

**CATEGORY II -** MONTHLY VOLUME OF **10,000 - 25,000** COPIES  
AVERAGE MONTHLY VOLUME: **6800** COPIES

APPROX. NUMBER OF BASE UNITS: **58**  
APPROX. NUMBER WITH ACCESSORY(S): **383**  
APPROX. TOTAL CURRENT INSTALLS: **441**  
APPROX. NUMBER NETWORKED: **08**

**IMPORTANT**

**BIDDER IS REQUIRED TO OFFER “STAND A LONE” AND “NETWORKED”  
PRICING FOR CATEGORIES III AND IV.**

**FOR CATEGORY III ONLY, BIDDER IS ALSO REQUIRED TO PRESENT “HIGH”  
AND “LOW” VOLUME” PRICING (SEE “COST METHODOLOGY”)**

**CATEGORY III**

MONTHLY VOLUME OF **25,000 - 45,000** COPIES  
AVERAGE MONTHLY VOLUME: **VARIES - SEE “DETAILED  
SPECIFICATIONS”**

APPROX. TOTAL CURRENT INSTALLS: **67**  
APPROX. NUMBER NETWORKED: **21**

**CATEGORY IV**

MONTHLY VOLUME OF **45,000 - 80,000** COPIES  
AVERAGE MONTHLY VOLUME: **19,000 COPIES**  
APPROX. TOTAL CURRENT INSTALLS: **18**  
APPROX. NUMBER NETWORKED: **10**

**NOTE: THERE WILL BE NO SPLIT AWARDS. ALL CATEGORIES WILL BE  
AWARDED TO A SINGLE CONTRACTOR. FAILURE OF BIDDER TO PROVIDE  
MODEL(S) AND PRICING FOR ALL CATEGORIES WILL BE CONSIDERED AN  
INCOMPLETE OR NON-RESPONSIVE BID AND MAY BE REJECTED!**

**COST METHODOLOGY:**

THE **COST** OF A BIDDER'S OFFER WILL BE DETERMINED BY CALCULATING THE RESPECTIVE MODEL'S BASE MONTHLY DOLLAR AMOUNT, COPY ALLOWANCE, METER CHARGES, SPECIFIED ACCESSORIES, CHEMICAL(S) AND ANY OTHER CHARGES NOTED IN BIDDER'S OFFER (EXCEPT SUCH ITEMS PRESENTED & PRICED PURSUANT TO "**NOTE**" ON PAGE 26 ) BASED ON THE CURRENT, ESTIMATED NUMBER OF SELECTED CONFIGURATIONS IN ALL CATEGORIES PROJECTED OVER THE 36 MONTH TERM OF THE CONTRACT. THESE COST FACTORS WILL BE APPLIED AS FOLLOWS:

**NOTE: ALL MODELS CURRENTLY INSTALLED IN ALL FOUR (4) CATEGORIES ARE EQUIPPED WITH AUTO TWO-SIDED (ADU) CAPABILITY.**

**CATEGORY I**

**APPROXIMATE CURRENT INSTALLS - 729**

APPLICATION OF COPIERS IN THIS CATEGORY IS EXPECTED TO MEET MONTHLY VOLUME OF **1,000 - 10,000** COPIES; AVERAGE MONTHLY VOLUME OF **3,100**. IN ADDITION TO THE FEATURES/ACCESSORIES NOTED BELOW, REFER TO OTHER SECTIONS OF THIS RFB FOR FURTHER REQUIREMENTS. OF THE APPROXIMATE **729** UNITS CURRENTLY INSTALLED IN THIS CATEGORY, AN ESTIMATED **26** ARE BASE UNITS AND **234** ARE MOST COMMONLY CONFIGURED AS NOTED BELOW. THE REMAINING UNITS ARE CONFIGURED WITH VARIOUS FEATURES AND ACCESSORIES.

BASE MODEL (INCLUDING BASE MONTHLY AMOUNT, COPY ALLOWANCE, OVERAGE & CHEMICALS) @ **3,100** COPIES (AVG. MO. VOL.) X ESTIMATED **26** UNITS X **36** MONTHS =

**TOTAL ESTIMATED COST OF: \$ \_\_\_\_\_.**

**PLUS**

**-15 -**

BASE MODEL (INCLUDING BASE MONTHLY AMOUNT, COPY ALLOWANCE,

OVERAGE & CHEMICALS) **WITH** ADF/RADF, STAPLER/FINISHER & ADU @ **3,100**  
COPIES (AVG. MO. VOL.) X ESTIMATED **234 UNITS X 36 MONTHS =**

**TOTAL ESTIMATED COST OF: \$ \_\_\_\_\_.**

TOTAL ESTIMATED COSTS OF BASE UNIT AND BASE UNIT WITH FEATURES  
SHALL BE COMBINED TO EQUAL:

**CATEGORY I ESTIMATED GRAND TOTAL= \$ \_\_\_\_\_**

**CATEGORY II**

**APPROXIMATE CURRENT INSTALLS - 441**

APPLICATION OF COPIERS IN THIS CATEGORY IS EXPECTED TO MEET  
MONTHLY VOLUME OF **10,000 - 25,000** COPIES; AVERAGE MONTHLY VOLUME  
OF **6,800 COPIES**. IN ADDITION TO THE FEATURES AND ACCESSORIES  
NOTED BELOW, REFER TO OTHER SECTIONS OF THIS RFB FOR FURTHER  
REQUIREMENTS. OF THE APPROXIMATE **441** UNITS CURRENTLY INSTALLED  
IN THIS CATEGORY, AN ESTIMATED **58** ARE BASE UNITS WITH ADF AND **183**  
ARE MOST COMMONLY CONFIGURED AS NOTED BELOW . THE REMAINING  
UNITS ARE CONFIGURED WITH VARIOUS FEATURES AND ACCESSORIES.

BASE MODEL **WITH** ADF/RADF (INCLUDING MONTHLY AMOUNT, COPY  
ALLOWANCE, OVERAGE & CHEMICALS) @ **6,800** COPIES (AVG. MO. VOL.) X  
ESTIMATED **58 UNITS X 36 MONTHS =**

**TOTAL ESTIMATED COST OF: \$ \_\_\_\_\_**

**PLUS**

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BASE MODEL (INCLUDING MONTHLY AMOUNT, COPY ALLOWANCE, OVERAGE,  
& CHEMICALS) **WITH** RDH/RADF, ADU, LCT, STAPLER/FINISHER @ **6,800**

COPIES (AVG. MO. VOL.) X ESTIMATED 183 UNITS X 36 MONTHS =

**TOTAL ESTIMATED COST OF: \$ \_\_\_\_\_**

TOTAL ESTIMATED COSTS OF BASE UNIT AND BASE UNIT WITH FEATURES SHALL BE COMBINED TO EQUAL:

**CATEGORY II ESTIMATED GRAND TOTAL= \$ \_\_\_\_\_**

**CATEGORY III & IV**

**CATEGORY III - ESTIMATED NUMBER OF INSTALLS - 67**

**NUMBER OF UNITS NETWORKED - 21**

**CATEGORY IV - ESTIMATED NUMBER OF INSTALLS - 18**

**NUMBER OF UNITS NETWORKED -10**

THESE CATEGORIES **REQUIRE** BIDDERS TO PRESENT MODEL(S) AND PRICING STRUCTURES FOR “**STAND ALONE**” AND “**NETWORKED**”(I.E. ELECTRONICALLY CONNECTED TO, AND SERVING, TWO OR MORE DESKTOP PC UNITS) AND CATEGORY III REQUIRES “**HIGH VOLUME**” AND “**LOW VOLUME**” PRICING PLANS. APPLICATION OF COPIERS IN THIS CATEGORY IS EXPECTED TO MEET TWO (2) GENERAL MONTHLY VOLUME RANGES OF:

**CATEGORY III - 25,000- 45,000**

**CATEGORY IV - 45,000 - 80,000**

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IN ADDITION TO THE REQUIRED FEATURES AND ACCESSORIES NOTED BELOW, REFER TO OTHER SECTIONS OF THIS RFB AND “ADDITIONAL

SPECIAL REQUIREMENTS FOR CATEGORY III & IV” FOR FURTHER REQUIREMENTS.

- \* RDH/RADF
- \* STAPLER / FINISHER
- \* FULLY AUTOMATIC DUPLEXING

**NOTE: PRICING IS REQUIRED FOR BOTH “STAND ALONE” AND “NETWORKED” MODES AS FOLLOWS:**

**CATEGORY III - 25,000 - 45,000 COPIES MONTHLY  
AVERAGE MONTHLY VOLUME OF:**

**STAND ALONE UNDER 15K (32 UNITS) - AVERAGE VOLUME 9,000 COPIES  
“ ” OVER 15K (14 UNITS) - AVERAGE VOLUME 24,000 COPIES**

**NETWORKED UNDER 15K (14 UNITS) - AVERAGE VOLUME 6,900 COPIES  
“ ” OVER 15K (7 UNITS) - AVERAGE VOLUME 17,500 COPIES**

**NOTE:** CATEGORY III ALSO REQUIRES BIDDER’S TO NOTE A “HIGH VOLUME” AND “LOW” VOLUME PRICE. **THE “BREAK POINT” SHALL BE 15,000 COPIES/MO.** FOR MODEL(S), INCLUDING MONTHLY AMOUNT, COPY ALLOWANCE, OVERAGE & CHEMICALS AND ALL REQUIRED FEATURES AND ACCESSORIES:

**LOW VOLUME** (UP TO 15,000 COPIES PER MONTH):

**STAND ALONE \$ \_\_\_\_\_ /MO. @ 9,000 COPIES (ESTIMATED AVG. MO. VOL.) X ESTIMATED 32 UNITS X 36 MONTHS = \$ \_\_\_\_\_ PLUS (+)**

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**NETWORKED \$ \_\_\_\_\_ /MO. @ 6,900 COPIES (ESTIMATED AVG. MO. VOL.) X ESTIMATED 14 UNITS X 36 MONTHS = \$ \_\_\_\_\_ PLUS (+)**

**HIGH VOLUME** (15,000 + PER MONTH):

**STAND ALONE** \$ \_\_\_\_\_ /MO. @ 24,000 COPIES (ESTIMATED AVG. MO. VOL.) X ESTIMATED 14 UNITS X 36 MONTHS = \$ \_\_\_\_\_ **PLUS (+)**

**NETWORKED** \$ \_\_\_\_\_ /MO. @ 17,500 COPIES (ESTIMATED AVG. MO. VOL.) X ESTIMATED 7 UNITS X 36 MONTHS = \$ \_\_\_\_\_ =

**CATEGORY III ESTIMATED GRAND TOTAL COSTS OF \$ \_\_\_\_\_.**

**CATEGORY IV - 45,000 - 80,000 COPIES MONTHLY  
AVERAGE MONTHLY VOLUME OF 19,000**

MODEL(S), INCLUDING MONTHLY AMOUNT, COPY ALLOWANCE, Overage & CHEMICALS AND ALL REQUIRED FEATURES AND ACCESSORIES:

**STAND ALONE** \$ \_\_\_\_\_ /MO. @ 19,000 COPIES (ESTIMATED AVG. MO. VOL.) X ESTIMATED 08 UNITS X 36 MONTHS = \$ \_\_\_\_\_ **PLUS (+)**

**NETWORKED** \$ \_\_\_\_\_ /MO. @ 19,000 COPIES (ESTIMATED AVG. MO. VOL.) X ESTIMATED 10 UNITS X 36 MONTHS = \$ \_\_\_\_\_ =

**CATEGORY IV ESTIMATED GRAND TOTAL COSTS OF \$ \_\_\_\_\_.**

**LOWEST, TOTAL PROGRAM ESTIMATED COSTS:**

**LOWEST, ESTIMATED PROGRAM COSTS WILL BE DETERMINED BY  
COMBINING  
THE "ESTIMATED GRAND TOTALS" OF CATEGORIES I, II, III & IV .**

**ACCURACY OF BID:**

**IMPORTANT: ALTHOUGH ALL COST FACTORS WILL BE VERIFIED, BIDDERS  
MUST PERFORM ALL CALCULATIONS PER THE ABOVE FORMULAS FOR EACH  
MODEL OFFERED AND PRESENT SAME ON THE BID RESPONSE**

**FORM(S). BIDDERS ARE WHOLLY AND SOLELY RESPONSIBLE FOR THEIR PRICING AND CALCULATIONS. UNIT PRICING WILL PREVAIL. FAILURE TO PROVIDE ALL REQUIRED COSTS, CALCULATIONS AND PROJECTIONS MAY RESULT IN REJECTION OF BID.**

PURSUANT TO THE TERMS OF THIS BID SOLICITATION, SPECIFICATIONS AND RESULTING CONTRACT, THE AWARDED CONTRACTOR AGREES TO PROVIDE:

**A) DELIVERY -** FULL, INSIDE DELIVERY (INCLUDING FLOOR & ROOM), COMPLETE INSTALLATION, READYING FOR USE AND OPERATIONAL INSTRUCTION OF PERSONNEL OF COPIER MODEL(S) AWARDED AT NO ADDITIONAL CHARGE WITHIN THIRTY (30) DAYS, OR SOONER, OF NOTIFICATION.

**B) REMOVAL -** REMOVAL OF EQUIPMENT WITHOUT COST UPON EXPIRATION OR TERMINATION OF THE CONTRACT OR UPON THE CANCELLATION OF ANY SPECIFIC UNIT DEEMED NECESSARY BY THE OCA CONTRACT & PROCUREMENT ADMINISTRATOR.

**C) FSMA -** FULL SERVICE MAINTENANCE AND ALL NON-CONSUMABLE PARTS REPLACEMENT INCLUDING DRUMS/SURFACES/MODULES. SERVICE SHALL INCLUDE CONTRACTOR'S REGULARLY SCHEDULED PREVENTIVE MAINTENANCE (PM) AND EMERGENCY SERVICE AS SPECIFIED UNDER "SERVICE CALLS".

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**D) CHEMICALS -** INSIDE DELIVERY (INCLUDING FLOOR & ROOM) OF ALL CHEMICALS REQUIRED FOR PROPER PHOTOCOPY PRODUCTION TO THE INDIVIDUAL ORDERING COURT/OFFICE LOCATION.

**REPLENISHMENT OF SUPPLIES:**

THE EASE WITH WHICH CHEMICALS CAN BE REPLENISHED MAY BE A DETERMINING FACTOR IN THIS AWARD.

**COPY ALLOWANCE/METER EXCESS:**

THE MONTHLY COPY ALLOWANCE SPECIFIED BY BIDDER SHALL BE TREATED AS AN AGGREGATE TOTAL OVER A THREE (3) MONTH PERIOD AND NO METER CHARGES SHALL BE PAYABLE UNTIL THE AGGREGATE TOTAL IS EXCEEDED. **EXAMPLE:** MONTHLY COPY ALLOWANCE = 8000 X 3 MONTHS = 24,000 COPIES. METER CHARGES ARE PAYABLE COMMENCING WITH COPY **24,001.**

**COPY QUALITY:**

COPY QUALITY MUST BE CONSISTENT WITH THE LATEST STATE OF THE ART TECHNOLOGY AND MAY BE A CONSIDERATION IN THE EVALUATION OF BIDS. COPY QUALITY MUST BE CAPABLE OF PRODUCING HIGH RESOLUTION, HIGH CONTRAST **BLACK AND WHITE** COPIES OF TYPEWRITTEN MATERIAL, COLOR PAGES, PEN SIGNATURE, OR ANY OTHER SUITABLE WRITTEN OR PRINTED MATERIALS . THE OCA-C&PA SHALL HAVE FINAL DETERMINATION OF COPY QUALITY.

**COPY SIZES/ORIGINALS:**

PHOTOCOPIERS MUST BE CAPABLE OF REPRODUCING FROM 8 ½" X 11", 8 ½" X 14" AND 11" X 17" SIZED ORIGINAL MATERIALS.

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**COPIER PAPER:**

ONLY THOSE PHOTOCOPIERS USING NON-COATED, PLAIN BOND-TYPE PAPER WILL BE CONSIDERED.

**PAPER CASSETTES:**

COPIER MUST BE PROVIDED WITH AT LEAST ONE (1) ENGAGED TRAY/CASSETTE, OR INTERNAL SOURCE BIN, EACH FOR 8-1/2" X 11", 8-1/2" X 11R" AND 8-1/2" X 14" AS FOLLOWS:

**FOR 8 1/2" X 11"**, MINIMUM ENGAGED CAPACITY SHALL BE:

CATEGORY I - 500 SHEETS ON-LINE

CATEGORY II - 1000 SHEETS ON-LINE

CATEGORY III - 2000 SHEETS ON-LINE

CATEGORY IV - 2500 SHEETS ON-LINE

**FOR 8 1/2" X 14"**, MINIMUM ENGAGED CAPACITY SHALL BE:

250 SHEETS ON-LINE FOR ALL CATEGORIES.

**11" X 17"** MAY BE ACCOMMODATED VIA BY-PASS DOOR/ACCESS.

**ELECTRICAL CURRENT:**

MACHINES SHALL BE DESIGNED FOR MAXIMUM LAMP LIFE, BE SUITABLY REGULATED TO INSURE CONSISTENT COPY QUALITY (HEAT AND VOLTAGE), BE PROTECTED AGAINST ELECTRICAL OVERLOAD AND OVERHEAT, INCLUDING INSTALLATION OF REGULATOR DEVICE. UNITS SHALL BE

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FURNISHED WITH HEAVY-DUTY, THREE-WIRE POWER CORD AND PLUG. MACHINE MUST BE CAPABLE OF OBTAINING POWER FROM THE ELECTRICAL SERVICE CURRENTLY AVAILABLE AT THE REQUIRED LOCATION(S) (PREDOMINATELY 110-120V). **POWER MODIFICATIONS NECESSARY TO ACCOMMODATE MODELS OFFERED SHALL BE WHOLLY AT THE EXPENSE**

**OF THE BIDDER/CONTRACTOR.** NECESSARY RECONFIGURATION OF RECEPTACLES ONLY SHALL BE THE RESPONSIBILITY OF THE RECEIVING COURT/OFFICE LOCATION.

**ADDITIONAL REQUIREMENTS:**

IN ADDITION TO ALL OF THE AFOREMENTIONED GENERAL AND DETAILED/TECHNICAL SPECIFICATIONS, THE MODEL(S) OFFERED SHALL MEET THE FOLLOWING CRITERIA:

CAPABLE OF **RELIABLY** PRODUCING THE MONTHLY COPY VOLUME RANGE SPECIFIED FOR THE AWARDED CATEGORIES.

MUST BE FREE STANDING ON THE FLOOR AREA.

STATIONARY PLATEN LOADING AREA FOR ORIGINALS. MODELS UTILIZING A MOVABLE PLATEN/CARRIAGE DESIGN **ARE NOT** CONDUCIVE TO JUDICIAL OPERATIONS AND **WILL NOT** BE CONSIDERED..

CAPABLE OF COPYING SINGLE SHEETS, OPEN BOOKS AND THREE (3) DIMENSIONAL OBJECTS.

CONTAIN A CAPTIVE SUPPLY OF CHEMICALS AND PAPERS, THE LATTER AS NOTED IN "PAPER CASSETTES".

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FUNCTION RELIABLY USING STANDARD (16-24 POUND) BOND PAPER.

\* COPIES SHALL BE AUTOMATICALLY DELIVERED DRY INTO A RECEIVING TRAY.

- \* MODEL(S) MUST BE DESIGNED FOR CONTINUOUS DUTY AT COPY SPEED SPECIFIED.
  
  - \* MINIMUM COPY SPEED SHALL BE "OFF THE GLASS", VOID OF ANY ACCESSORIES AND BASED ON 8 ½" X 11" AS FOLLOWS:
 

<b>CATEGORY I</b>	20 CPM (+/-)
<b>CATEGORY II</b>	30 CPM (+/-)
<b>CATEGORY III</b>	40 CPM (+/-)
<b>CATEGORY IV</b>	50 CPM (+/-)
  
  - \* COPY QUANTITY SELECTOR MUST PROVIDE 1-99 MINIMUM AND AUTOMATICALLY RESET TO "0" OR "1".
  
  - \* BE CAPABLE OF HAVING ENGAGED PAPER CASSETTES AS SPECIFIED IN "PAPER CASSETTES" WITH PROPER INDICATOR(S) AND PUSH BUTTON SELECTION.
  
  - \* HAVE AS A MINIMUM THE FOLLOWING CONTROLS AND INDICATORS: ON-OFF, LIGHT-DARK RANGE, COPY CYCLE START, CHEMICAL SUPPLY INDICATOR(S), PAPER-SIZE ENGAGED,
- 24 -
- TROUBLE (MIS-FEEDS, ETC.) INDICATORS.
- \* MAGNIFICATION - NONE (NOMINAL 1:1).
  
  - \* REDUCTION - AT LEAST ONE (1) REDUCTION MODE

APPROXIMATELY 75% OF ORIGINAL FOR CATEGORY I AND TWO (2) REDUCTION MODES APPROXIMATELY 65% AND 75% OF ORIGINAL FOR CATEGORIES II, III AND IV.

- \* ENLARGEMENT - AT LEAST ONE (1) ENLARGEMENT MODE APPROXIMATELY 125% OF ORIGINAL FOR ALL CATEGORIES.
- \* "ZOOM" FEATURE - IN ADDITION TO PRE-SET MODES, INCREMENTAL REDUCTION AND ENLARGEMENT FOR ALL CATEGORIES.

**OPTIONAL FEATURES:**

IN ADDITION TO THE BASE MODEL(S), THE FOLLOWING OPTIONAL FEATURES ARE REQUIRED TO BE PROVIDED TO A NUMBER OF COURTS AND OFFICES;

RECIRCULATING DOCUMENT HANDLER/REVERSING AUTOMATIC DOCUMENT FEEDER (RDH/RADF)

FULLY AUTOMATIC DOCUMENT FEED (ADF) -  
MINIMUM STACK LOADING CAPACITY OF TWENTY (20)  
ORIGINALS.

LARGE CAPACITY TRAY (OR EQUAL) - CATEGORY II, III AND IV  
ADJUSTABLE FOR 8 ½" X 11" OR 8 ½" X 14".

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FULL AUTO TWO-SIDED COPYING (DUPLEXING) - ALL CATEGORIES.

AUTOMATIC ON-LINE STAPLER/FINISHER WITH FOLLOWING  
MINIMUM **FINISHER** CAPACITIES:

20 CPM - 1000 SHEETS

30 CPM - 1000 SHEETS

40 CPM - 1000 SHEETS

50 CPM - 1000 SHEETS

**ADDITIONAL SPECIAL REQUIREMENTS FOR NETWORKED DIGITAL COPIERS**

**MUST:**

INCLUDE ALL HARDWARE, SOFTWARE AND SUPPORT NECESSARY FOR CONNECTION.

BE FULLY SUPPORTED WITH CONTRACTOR PERSONNEL TO INTERFACE WITH UCS STAFF TO MAKE SYSTEM FUNCTIONAL, INCLUDING ANY UCS - INITIATED UPGRADES, CHANGES OR MODIFICATIONS TO THE OPERATING ENVIRONMENT.

**IF** CONNECTIVITY IS **NOT** INCLUDED IN THE BASE COST, CONNECTIVITY MUST BE NOTED AS AN "OPTION" WITH RESPECTIVE COST.

OPERATE IN ANY OF THE FOLLOWING COMPUTING ENVIRONMENTS:

**LINUX    WINDOWS 2000    WINDOWS XP    WINDOWS SERVER 2003**

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**OPERATE IN ETHERNET OR FAST ETHERNET.**

**(10 / 100 / 1000 MBS)**

**OPERATE ON ANY OF THE FOLLOWING NETWORK OPERATING SYSTEMS:**

**UNIX (SOLARIS)    WINDOWS 2000    WINDOWS XP  
NETWARE 6.X    LINUX**

## SUPPORT TCP/IP PROTOCOL

HAVE SERVICE SUPPORT AND BE INCLUDED IN BASE CHARGE, INCLUDING CALLS NECESSITATED BY SOFTWARE PROBLEMS. **THERE SHALL BE NO SEPARATE OR ADDITIONAL SERVICE CALL CHARGES ALLOWED.**

**NOTE:** IN ADDITION TO THE ABOVE-LISTED OPTIONS, BIDDERS ARE TO LIST ALL OTHER OPTIONS AVAILABLE FOR EACH MODEL OFFERED, INCLUDING RESPECTIVE MONTHLY PRICING.

### **IMPORTANT:**

THE "GENERAL" AND "TECHNICAL" SPECIFICATIONS CONTAINED HEREIN ARE INTENDED AS MINIMUM REQUIREMENTS. BIDDERS MAY OFFER ANY NUMBER OF MODELS, OR COMBINATION(S) THEREOF IN ANY CATEGORY(S) AND/OR OPTIONAL PRICING PLANS, FEATURES, GUARANTEES, ETC. WHICH EXCEED THESE SPECIFICATIONS.

BIDDERS MAY OFFER ANY NUMBER OF MODELS PER VOLUME CATEGORY WHICH MEET THE CATEGORICAL SPECIFICATIONS, BUT **MUST COMPLETE A BID RESPONSE FORM** FOR EACH MODEL AND PRICING PLAN OFFERED.

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### **SPECIFICATIONS DISCREPANCIES:**

IN THE EVENT OF A DISCREPANCY REGARDING MODEL SPECIFICATIONS OR CAPABILITIES, THE MOST CURRENT ISSUE OF **BUYER'S LABORATORY, INC. ELECTRONIC COPIER SELECTION GUIDE** SHALL BE THE SOURCE DOCUMENT FOR THE RESOLUTION OF SUCH DISCREPANCY. AS STATED PREVIOUSLY, OCA/C&PA RESERVES THE RIGHT TO WAIVE MINOR DISCREPANCIES & TECHNICALITIES.

**SILENCE OF THE SPECIFICATIONS:**

THE APPARENT SILENCE OF THE SPECIFICATIONS CONTAINED HEREIN AS TO ANY DETAIL, OR TO THE APPARENT OMISSION OF A DETAILED DESCRIPTION CONCERNING ANY POINT, SHALL BE REGARDED AS MEANING THAT ONLY THE BEST COMMERCIAL PRACTICES SHALL PREVAIL. ALL INTERPRETATIONS OF THESE SPECIFICATIONS SHALL BE MADE ON THE BASIS OF THIS STATEMENT.

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PHOTOCOPYING EQUIPMENT

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\* \* \* BID RESPONSE FORM \* \* \*

**CATEGORY I ONLY**

**(1,000 - 10,000 )**

**NOTE:** A SEPARATE BID RESPONSE FORM MUST BE COMPLETED IN ITS ENTIRETY FOR EACH CATEGORICAL MODEL PROPOSED. THE BID RESPONSE FORM(S) MUST BE ATTACHED AND RETURNED WITH THE

COMPLETED REQUEST FOR BID (RFB) AND ALL OTHER REQUIRED DOCUMENTS OF ATTACHMENT I AND ATTACHMENT II.

BASE MODEL: \_\_\_\_\_ OR, BASE MODEL W/ ACCESS: \_\_\_\_\_  
MANUFACTURED BY \_\_\_\_\_

**NOTE:** BIDDER MUST CLEARLY ENTER "NO CHARGE" OR "INCLUDED" FOR ANY ITEM WHICH BIDDER DOES NOT OTHERWISE ENTER A DOLLAR AMOUNT AND CLARIFY ANY "N/A" NOTED.

BASE MODEL RATE: \$ \_\_\_\_\_ /MO.  
BASE MODEL RATE WITH ADF/RADF, STAPLER/FINISHER, ADU \$ \_\_\_\_\_ /MO.  
NUMBER OF COPIES INCLUDED IN BASE RATE: \_\_\_\_\_  
RATE PER COPY IN EXCESS OF ALLOWANCE: \$ \_\_\_\_\_

OPTIONAL FEATURES - RATE/MONTH AS FOLLOWS:

<b>RDH/RADF:</b>	\$ _____
FULL-AUTO DOC. FEED (FADF):	\$ _____
STAPLER/FINISHER:	\$ _____
AUTO TWO-SIDED COPYING (ADU)	\$ _____
NETWORKING CONNECTION	\$ _____
OTHER	\$ _____

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**SUPPLIES:** BIDDERS ARE TO INDICATE ALL CHEMICALS REQUIRED FOR SPECIFIED MODEL

<u>CHEMICAL</u>	<u>\$ CARTON</u>	<u>PACK/CTN.</u>	<u>YIELD/CTN.</u>	<u>*COST/COPY</u>
-----------------	------------------	------------------	-------------------	-------------------

_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

\* ROUNDED TO FOUR (4) DECIMAL PLACES.

TOTAL CHEMICAL COST PER COPY: \$ \_\_\_\_\_

CHEMICAL MANUFACTURER/SUPPLIER: \_\_\_\_\_

### COST CALCULATIONS

**BIDDERS ARE REMINDED THAT ALL CALCULATIONS MUST BE COMPLETE AND ACCURATE. FAILURE TO COMPLY MAY RESULT IN BID REJECTION.**

**REQUIRED CALCULATIONS:**

BASED ON THE PRICING NOTED HEREON AND PURSUANT TO THE FORMULAS PRESENTED ON **PAGES 14-18** OF THE DETAILED/TECHNICAL SPECIFICATIONS, THE FOLLOWING COST PROJECTIONS ARE MADE:

**BASE MODEL RATE - \$ \_\_\_\_\_ /MO.**

(INC. MONTHLY BASE RATE, COPY ALLOWANCE, EXCESS METER & CHEMICALS) @ **CATEGORY I - 3,100 AVERAGE COPIES /MO. X CATEGORY I - 26 BASE UNITS = \$ \_\_\_\_\_ X 36 MONTHS =**

**TOTAL ESTIMATED COST OF: \$ \_\_\_\_\_**

**PLUS**

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**BASE MODEL W/ ADF/RADF, STAPLER/FINISHER, ADU RATE - \$ \_\_\_\_\_ /MO.**

(INC. MONTHLY BASE RATE, COPY ALLOWANCE, EXCESS METER, ACCESSORIES & CHEMICALS) @ **CATEGORY I 3,100 AVERAGE COPIES /MO. X CATEGORY I - 234 UNITS WITH COMMON ACCESSORIES = \$ \_\_\_\_\_ X 36 MONTHS =**

**TOTAL EST. COST OF: \$ \_\_\_\_\_**

**EQUALS**

**CATEGORY I ESTIMATED GRAND TOTAL**

(BASE MODEL COST + BASE MODEL WITH ACCESSORIES) = \$ \_\_\_\_\_

\_\_\_\_\_  
NAME OF COMPANY

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME IN PRINT

\_\_\_\_\_  
TITLE

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**\* \* \* BID RESPONSE FORM \* \* \***

**CATEGORY II ONLY**

**(10,000 - 25,000)**

**NOTE:** A SEPARATE BID RESPONSE FORM MUST BE COMPLETED IN ITS ENTIRETY FOR EACH CATEGORICAL MODEL PROPOSED. THE BID RESPONSE FORM(S) MUST BE ATTACHED AND RETURNED WITH THE COMPLETED REQUEST FOR BID (RFB) AND ALL OTHER REQUIRED DOCUMENTS OF ATTACHMENT I AND ATTACHMENT II.

BASE MODEL: \_\_\_\_\_ OR, BASE MODEL W/ ACCESS: \_\_\_\_\_

MANUFACTURED BY \_\_\_\_\_

**NOTE: BIDDER MUST CLEARLY ENTER “NO CHARGE” OR “INCLUDED” FOR ANY ITEM WHICH BIDDER DOES NOT OTHERWISE ENTER A DOLLAR AMOUNT AND CLARIFY ANY “N/A” NOTED.**

BASE MODEL RATE \$ \_\_\_\_\_ /MO. BASE MODEL RATE WITH RDH/RADF, ADU, LCT, STAPLER/FINISHER \$ \_\_\_\_\_ MO.

NUMBER OF COPIES INCLUDED IN BASE RATE: \_\_\_\_\_

RATE PER COPY IN EXCESS OF ALLOWANCE: \$ \_\_\_\_\_

OPTIONAL FEATURES: RATE/MONTH AS FOLLOWS:

RDH/RADF:	\$ _____
FULL-AUTO DOC. FEED (FADF):	\$ _____
STAPLER/FINISHER:	\$ _____
AUTO TWO-SIDED COPYING (ADU)	\$ _____
LARGE CAPACITY TRAY -	\$ _____
NETWORKING CONNECTION	\$ _____
OTHER	\$ _____

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**SUPPLIES:** BIDDERS ARE TO INDICATE ALL CHEMICALS REQUIRED FOR SPECIFIED MODEL

CHEMICAL \_\_\_\_\_ \$ CARTON \_\_\_\_\_ PACK/CTN. \_\_\_\_\_ YIELD/CTN. \_\_\_\_\_ **\*COST/COPY**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* ROUNDED TO FOUR (4) DECIMAL PLACES.

**TOTAL CHEMICAL COST PER COPY: \$ \_\_\_\_\_**

CHEMICAL MANUFACTURER/SUPPLIER: \_\_\_\_\_

## COST CALCULATIONS

**BIDDERS ARE REMINDED THAT ALL CALCULATIONS MUST BE COMPLETE AND ACCURATE. FAILURE TO COMPLY MAY RESULT IN BID REJECTION.**

**REQUIRED CALCULATIONS:**

BASED ON THE PRICING NOTED HEREON AND PURSUANT TO THE FORMULAS PRESENTED ON **PAGES 14-18** OF THE DETAILED/TECHNICAL SPECIFICATIONS, THE FOLLOWING COST PROJECTIONS ARE MADE:

**BASE MODEL (WITH ADF/RADF) COSTS - \$ \_\_\_\_\_ MO.**

(INC. MONTHLY BASE RATE, COPY ALLOWANCE, EXCESS METER & CHEMICALS) @ **CATEGORY II - 6,800 AVERAGE COPIES /MO. X CATEGORY II - 58 BASE UNITS = \$ \_\_\_\_\_ X 36 MONTHS =**

**TOTAL ESTIMATED COST OF: \$ \_\_\_\_\_**

**PLUS**

**RFB# OCA/CPA- 309 - CATEGORY II**

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**BASE MODEL W/ RDH/RADF, ADU, LCT, STAPLER/FINISHER RATE -**

**\$ \_\_\_\_\_ /MO. (INC. MONTHLY BASE RATE, COPY ALLOWANCE, EXCESS METER, ACCESSORIES & CHEMICALS) @ CATEGORY II 6,800 AVERAGE COPIES /MO. X CATEGORY II - 183 UNITS WITH COMMON ACCESSORIES = \$ \_\_\_\_\_ X 36 MONTHS =**

**TOTAL EST. COST OF: \$ \_\_\_\_\_**

**EQUALS**

**CATEGORY II ESTIMATED GRAND TOTAL**

**(BASE MODEL COST + BASE MODEL WITH ACCESSORIES) = \$ \_\_\_\_\_**

\_\_\_\_\_  
NAME OF COMPANY

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME IN PRINT

\_\_\_\_\_  
TITLE

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**\* \* \* BID RESPONSE FORM \* \* \***

**CATEGORY III ONLY**

**( 25,000 - 45,000 )**

**IN ADDITION TO “STAND A LONE” AND “NETWORKED” PRICING, THIS CATEGORY REQUIRES BIDDER TO OFFER “HIGH VOLUME” AND “LOW VOLUME” BAND PRICING BASED ON A BREAK POINT OF 15,000 COPIES PER MONTH.**

**NOTE: A SEPARATE BID RESPONSE FORM MUST BE COMPLETED IN ITS ENTIRETY FOR EACH MODEL PROPOSED. THE BID RESPONSE FORM(S) MUST BE ATTACHED AND RETURNED WITH THE COMPLETED REQUEST FOR BID (RFB) AND ALL OTHER REQUIRED DOCUMENTS OF ATTACHMENT I AND**

ATTACHMENT II.

**HIGH VOLUME MODEL:** \_\_\_\_\_ **LOW VOLUME MODEL:** \_\_\_\_\_

**MANUFACTURED BY:** \_\_\_\_\_ **MANUFACTURED BY:** \_\_\_\_\_

**NOTE: BIDDER MUST CLEARLY ENTER “NO CHARGE” OR “INCLUDED” FOR ANY ITEM WHICH BIDDER DOES NOT OTHERWISE ENTER A DOLLAR AMOUNT AND CLARIFY ANY “N/A” NOTED.**

**HIGH VOLUME PLAN:**

MODEL RATE PER MONTH - STAND ALONE: \$ \_\_\_\_\_ NETWORKED: \$ \_\_\_\_\_

NUMBER OF COPIES INCLUDED IN MONTHLY RATE: \_\_\_\_\_

RATE PER COPY IN EXCESS OF ALLOWANCE: \$ \_\_\_\_\_

**LOW VOLUME PLAN:**

MODEL RATE PER MONTH - STAND ALONE: \$ \_\_\_\_\_ NETWORKED: \$ \_\_\_\_\_

NUMBER OF COPIES INCLUDED IN MONTHLY RATE: \_\_\_\_\_

RATE PER COPY IN EXCESS OF ALLOWANCE: \$ \_\_\_\_\_

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**NOTE: ABOVE MODEL(S) MUST INCLUDE THE FOLLOWING MINIMUM FEATURES OR ACCESSORIES:**

RDH/RADF

STAPLER/FINISHER (MINIMUM PER TRAY CAPACITY OF 35 SHEETS) OR,  
STACKER/FINISHER (WITH SPECIFIED MINIMUM CAPACITY)

AUTO TWO-SIDED COPYING (ADU)

CONNECTION

SUPPLIES: BIDDERS ARE TO INDICATE ALL CHEMICALS REQUIRED FOR  
SPECIFIED MODEL(S)

CHEMICAL                      \$ CARTON      PACK/CTN.      YIELD/CTN.

**\*COST/COPY**

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\*    ROUNDED TO FOUR (4) DECIMAL PLACES.

**TOTAL CHEMICAL COST PER COPY:** \$ \_\_\_\_\_

CHEMICAL MANUFACTURER/SUPPLIER: \_\_\_\_\_

## **COST CALCULATIONS**

**BIDDERS ARE REMINDED THAT ALL CALCULATIONS MUST BE COMPLETE AND ACCURATE. FAILURE TO COMPLY MAY RESULT IN BID REJECTION.**

### **REQUIRED CALCULATIONS:**

BASED ON THE PRICING NOTED HEREON AND PURSUANT TO THE FORMULAS PRESENTED ON **PAGES 14-18** OF THE DETAILED/TECHNICAL SPECIFICATIONS, THE FOLLOWING COST PROJECTIONS ARE MADE:

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### **HIGH VOLUME:**

**STAND ALONE MODEL COSTS - \$ \_\_\_\_\_ /MO.**

(INC. MONTHLY RATE WITH ALL NOTED ACCESSORIES ,COPY ALLOWANCE, EXCESS METER & CHEMICALS):

**STAND ALONE RATE \$ \_\_\_\_\_ MO. CATEGORY III WITH 24,000 AVERAGE COPIES PER MONTH X 14 UNITS X 36 MONTHS = \$ \_\_\_\_\_ PLUS (+)**

**NETWORKED MODEL COSTS - \$ \_\_\_\_\_ /MO.**

(INC. MONTHLY RATE WITH ALL NOTED ACCESSORIES, COPY ALLOWANCE, EXCESS METER & CHEMICALS):

**NETWORKED RATE \$ \_\_\_\_\_ /MO. CATEGORY III WITH 17,000 AVERAGE COPIES PER MONTH X 7 UNITS X 36 MONTHS = \$ \_\_\_\_\_ PLUS (+)**

**LOW VOLUME:**

**STAND ALONE MODEL COSTS - \$ \_\_\_\_\_/MO.**

(INC. MONTHLY RATE WITH ALL NOTED ACCESSORIES ,COPY ALLOWANCE, EXCESS METER & CHEMICALS):

**STAND ALONE RATE \$ \_\_\_\_\_ MO. CATEGORY III WITH 9,000 AVERAGE COPIES PER MONTH X 32 UNITS X 36 MONTHS = \$ \_\_\_\_\_ PLUS (+)**

**NETWORKED MODEL COSTS - \$ \_\_\_\_\_/MO.**

(INC. MONTHLY RATE WITH ALL NOTED ACCESSORIES, COPY ALLOWANCE, EXCESS METER & CHEMICALS):

**NETWORKED RATE \$ \_\_\_\_\_/MO. CATEGORY III WITH 6,900 AVERAGE COPIES PER MONTH X 14 UNITS X 36 MONTHS = \$ \_\_\_\_\_ =**

**CATEGORY III ESTIMATED GRAND TOTAL \$ \_\_\_\_\_**

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**CATEGORY III**

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\_\_\_\_\_  
NAME OF FIRM

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME IN PRINT

\_\_\_\_\_  
TITLE

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**\* \* \* BID RESPONSE FORM \* \* \***

**CATEGORY IV ONLY**

**( 45,001 - 80,000 )**

**NOTE:** A SEPARATE BID RESPONSE FORM MUST BE COMPLETED IN ITS ENTIRETY FOR EACH MODEL PROPOSED. THE BID RESPONSE FORM(S) MUST BE ATTACHED AND RETURNED WITH THE COMPLETED REQUEST FOR BID (RFB) AND ALL OTHER REQUIRED DOCUMENTS OF ATTACHMENT I AND ATTACHMENT II

MODEL: \_\_\_\_\_

MANUFACTURED BY \_\_\_\_\_

**NOTE:** BIDDER MUST CLEARLY ENTER “NO CHARGE” OR “INCLUDED” FOR ANY ITEM WHICH BIDDER DOES NOT OTHERWISE ENTER A DOLLAR AMOUNT AND CLARIFY ANY “N/A” NOTED.

**MODEL RATE PER MONTH - STAND ALONE: \$ \_\_\_\_\_ NETWORKED: \$ \_\_\_\_\_**

NUMBER OF COPIES INCLUDED IN MONTHLY RATE: \_\_\_\_\_

RATE PER COPY IN EXCESS OF ALLOWANCE: \$ \_\_\_\_\_

**NOTE:** ABOVE MODEL MUST INCLUDE THE FOLLOWING MINIMUM FEATURES  
OR ACCESSORIES:

RDH/RADF

STAPLER/FINISHER (MINIMUM PER TRAY CAPACITY OF 35 SHEETS) OR,  
STACKER/FINISHER (WITH SPECIFIED MINIMUM CAPACITY)

AUTO TWO-SIDED COPYING (ADU)

**RFB# OCA/C&PA- 309 CATEGORY IV**

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**SUPPLIES:** BIDDERS ARE TO INDICATE ALL CHEMICALS REQUIRED FOR  
SPECIFIED MODEL

CHEMICAL                      \$ CARTON      PACK/CTN.      YIELD/CTN.

**\*COST/COPY**

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\*    ROUNDED TO FOUR (4) DECIMAL PLACES.

**TOTAL CHEMICAL COST PER COPY: \$ \_\_\_\_\_**

CHEMICAL MANUFACTURER/SUPPLIER: \_\_\_\_\_

## **COST CALCULATIONS**

**BIDDERS ARE REMINDED THAT ALL CALCULATIONS MUST BE COMPLETE  
AND ACCURATE. FAILURE TO COMPLY MAY RESULT IN BID REJECTION.**

**REQUIRED CALCULATIONS:**

BASED ON THE PRICING NOTED HEREON AND PURSUANT TO THE

FORMULAS PRESENTED ON **PAGES 14 - 18** OF THE DETAILED/TECHNICAL SPECIFICATIONS, THE FOLLOWING COST PROJECTIONS ARE MADE:

**STAND ALONE MODEL COSTS - \$ \_\_\_\_\_/MO.**

(INC. MONTHLY RATE WITH ALL NOTED ACCESSORIES ,COPY ALLOWANCE, EXCESS METER & CHEMICALS):

**STAND ALONE RATE \$ \_\_\_\_\_ MO. CATEGORY IV WITH 19,000 AVERAGE COPIES PER MONTH X 08 UNITS X 36 MONTHS = \$ \_\_\_\_\_ PLUS (+)**

**NETWORKED MODEL COSTS - \$ \_\_\_\_\_/MO.**

(INC. MONTHLY RATE WITH ALL NOTED ACCESSORIES, COPY ALLOWANCE, EXCESS METER & CHEMICALS):

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**CATEGORY IV**

**NETWORKED RATE \$ \_\_\_\_\_/MO. CATEGORY IV WITH 19,000 AVERAGE COPIES PER MONTH X 10 UNITS X 36 MONTHS = \$ \_\_\_\_\_ =**

**CATEGORY IV ESTIMATED GRAND TOTAL \$ \_\_\_\_\_**

\_\_\_\_\_  
NAME OF FIRM

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME IN PRINT

\_\_\_\_\_

TITLE

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BID OPENING: JUNE 01, 2005  
11:00AM

**DOCUMENT ENCLOSURE CHECKLIST**

**ALL OF THE FOLLOWING DOCUMENTS AND INFORMATION MUST BE EXECUTED AND RETURNED AS SPECIFIED. FAILURE TO INCLUDE ANY OF THE REQUIRED DOCUMENTS OR INFORMATION MAY RESULT IN REJECTION OF THE BIDDER'S PROPOSAL:**

1. REQUEST FOR BID (RFB) WITH ORIGINAL INK SIGNATURE
2. BID RESPONSE FORM(S) WITH ORIGINAL INK SIGNATURE FOR EACH MODEL / CATEGORY BID.
3. NON-COLLUSIVE BIDDING CERTIFICATION WITH ORIGINAL INK SIGNATURE.
4. CORPORATE ACKNOWLEDGMENT - WITH ORIGINAL INK SIGNATURE. \*
5. NYS UCS ATTACHMENT II
6. FULL SPECIFICATIONS AND BROCHURES FOR EACH MODEL BID WITH DEVIATIONS FROM SPECIFICATIONS CLEARLY NOTED.
7. LIST OF BRANCH/DEALERSHIP LOCATIONS , RESPECTIVE

AREAS SERVICED AND NUMBER OF CURRENT MODEL-CERTIFIED  
SERVICE PERSONNEL.

8. LIST OF FOUR (4) REFERENCES; NAMES, CONTACTS,  
ADDRESSES, PHONE.
9. FOUR (4) COMPLETE COPY-SETS OF ABOVE.

**\* NOTE: ALL DOCUMENTS REQUIRING ORIGINAL SIGNATURE MUST  
BEAR THE SIGNATURE OF THE SAME AUTHORIZED  
INDIVIDUAL AND SIGNATORY NOTARIZATION MUST BE THAT  
OF THE PERSON WHOSE SIGNATURE IS AFFIXED TO  
REQUIRED DOCUMENTS.**