



NOTE: The products listed are for use by eligible State of Texas entities ONLY and are not for personal purchase or purchase by commercial entities.

All Term Contracts	TxSmartBuy Term	"Green" Items	Managed & CCG	Travel Contracts	Emergency Mgmt
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Contract Terms and Instructions

985-L2-PHOTOCOPIER LEASE AND RENTAL

Start Date: 05/2009

End Date: 08/2012

Item Descriptions and Pricing

Contractor Information

Special note: Any lease or order issued before the expiration of this contract, for which the performance term runs beyond the stated term of this contract, shall remain valid for the entire term of the lease or order, and the terms and conditions of this contract continue to apply to such a lease even after the expiration of this contract.

NOTICE: All purchase orders must be entered through the TxSmartBuy on-line ordering system.

Section 1 - CONTRACT INFORMATION

HARD DRIVE DATA SECURITY– If your agency or co-op requires the destruction or erasure of the copier's hard drive to maintain security, please contact the contract point of contact as listed. Pricing and other information as follows:

Canon –
Product Data Security (PDF)

Xerox –
Product Data Security Part 1 (PDF)
Product Data Security Part 2 (PDF)

HARD DRIVE DATA SECURITY CONTACT

For more information on the hard drive security option or to schedule service, please contact:
Canon Michael Wright - 972-409-7927 tel. 817-291-4044 cell
Xerox Mike Masters 512-794-3416

- A. DESCRIPTION OF CONTRACT: 985-L2 - LEASE AND RENTAL OF DIGITAL DUPLICATING EQUIPMENT, MAINTENANCE AND SERVICE - INCLUDES ALL CONSUMABLES (TONER, STAPLES, ETC.) EXCEPT PAPER.
- B. TERM OF THE CONTRACT: April 9, 2009 through August 31, 2010
Renewal Term: September 1, 2010 through August 31, 2011
Renewal Term: September 1, 2011 through August 31, 2012

RENEWAL OPTIONS: September 1, 2012 through August 31, 2013
September 1, 2013 through August 31, 2014

C. CONTRACT MANAGEMENT:

Questions concerning terms and conditions may be directed to the TPASS Contract Management Office at: tpass_cmo@cpa.state.tx.us

D. SPOT PURCHASE OPTION: NONE

E. CORE items are listed on this contract utilizing the 11 digit commodity number.

CORE ITEM ORDERING PROCEDURES: Orders must be placed through TxSmartBuy.

NOTE for XEROX Orders: At the direction of the Xerox Representative, include this information on the TxSmartBuy purchase order by adding as a note/comment:

Xerox Companies: Dahill
Xerox Companies: Denitech
Xerox companies: El Paso Triad

F. **ADD QUOTE ITEMS** Quote items with associated pricing is provided through this contract and are provided on each Contractor's Listing.

XEROX CATALOG (XLS)

CANON CATALOG (XLS)

Canon offers a purchase option on catalog items only. All core items on TxSmartBuy are lease or rental.

Customers should consider consulting the Xerox and Canon sales representatives to determine individual requirements. Contact information can be located at the end of this contract.

QUOTE ITEM ORDERING PROCEDURES:

Orders for quote items must be placed through TxSmartBuy by utilizing the "Add Quote" function. Refer to the On-line TxSmartBuy System User Guides - Purchaser Guide available at the following link:

TxSmartBuy System User System Guides

G. **DELIVERY SCHEDULE:**

Contractor has 30 days after receipt of order (ARO) to make complete in-house delivery, installation and set up of the equipment.

All deliveries shall be F.O.B. destination to the location(s) specified on the purchase order. Unit pricing is inclusive of all freight; delivery/handling fees; fuel surcharges and any other applicable fees/charges. Each item or delivery must be clearly marked with the complete destination address and the purchase order number. Each delivery must be accompanied by a packing slip, delivery ticket and install paperwork.

Hours of Delivery: Delivery will be made during the hours of 8:00 am to 5:00 pm unless prior Customer approval for after-hours delivery has been obtained. Contractor is encouraged to obtain the Customer's hours of operation at receipt of order.

Late Delivery Charge: The Customer may charge the Contractor a fee of \$50.00 per day per purchase order for deliveries past the 30-day requirement, unless the Customer agreed to an alternative delivery date. The Customer may deduct any accumulated late delivery fees prior to payment of the invoice. Late fees will not be assessed if the Contractor has obtained prior written approval from the Customer for delivery, or if arrangements have been made with the Contractor for a loaned copier with like technical abilities.

NOTE: A contractor providing equipment which does not meet all specifications and requirements does not constitute delivery, and the late fee will apply until the Contractor delivers the equipment in full compliance with the specifications and requirements to Customer's destination.

SPECIAL NOTE FOR CANON:

Rigging charges will be based on actual quote at time of service for delivery to locations/buildings which do not have easy access for bringing equipment in and which require special handling to get to installation point. Call the Canon representative to obtain this quote. This will be added to the TxSmartBuy order through the "add quote" process.

H. **INSTALLATION AND TRAINING:**

Equipment installation and the training of at least three (3) operators of a photocopier are included in the lease pricing and includes in-house delivery, full installation and set-up. Training includes demonstrations and instructions on the proper operation of the equipment. The Contractor shall provide a factory trained representative to sufficiently and adequately train personnel in the use of the equipment, as needed by Customers. The Contractor shall coordinate training dates with the Customer.

The Contractor shall provide additional training sessions upon request of the Customer, at no charge.

After installation, the Contractor is responsible for removal of all waste packaging materials.

I. **LEASE OPTION:**

TERM OF LEASE: A lease may consist of initial new placement orders or renewal orders of units initially installed under the Contract. Three (3) months prior to expiration of lease, the Contractor must provide the Customer with options to upgrade the equipment.

1. 36 Month Lease: A 36 consecutive month equipment plan that is not a lease purchase plan which shall terminate on the ending date of the 36 month period. No termination notice shall be required by either party if the full lease period is uninterrupted.
2. 48 Month Lease: A 48 consecutive month equipment plan that is not lease purchase plan which shall terminate on the ending date of the 48 month period. No termination notice shall be required by either party if the full lease period is uninterrupted.
3. 60 Month Lease: A 60 consecutive month equipment plan that is not a lease purchase plan which shall terminate on the ending date of the 60 month period. No termination notice shall be required by either party if the full lease period is uninterrupted.

J. **LEASE CANCELLATION/TERMINATION:**

Customers may cancel any part of the lease for cause under any one of the following circumstances and must provide the Contractor with a written notice 60 days in advance:

1. The Contractor fails to make delivery of equipment or services as specified in the Contract.
2. The Contractor fails to perform any of the provisions of the Contract.
3. Equipment fails to perform as represented by the Contractor.
4. The loss of continued appropriation of funds. If funding is not appropriated for any payments under the Contract, the Customer shall notify the Contractor in writing and the payment obligations under the Contract shall terminate and the equipment returned to the Contractor as of the date that the funding expires. The Contractor shall remove the equipment at no additional charge.

If cancellation should occur under this section, the Contractor shall refund in full any unused portion of the prepaid lease payment beginning on the effective date of the cancellation.

K. LEASE EXPIRATION/RENEWAL:

1. Leases shall terminate upon completion of the specified lease term and be defined by the Customer's written statement of acceptance date.
2. Upon the conclusion of the 36, 48, or 60, month lease, the Customer must take action to have the equipment removed by providing the Contractor a 30 day written notice prior to the end of the lease period.
3. Upon mutual agreement with the Contractor, the Customer shall have the option to continue the lease of the equipment for the same term and rate as the current lease by providing a 30 day written notice prior to the end of the lease period provided the following conditions are met:
 - a. Prices are equal to or below that specified for like equipment available on CPA State Contract.
 - b. Terms and conditions of the extension must be identical as those of the initial lease.
 - c. Customer may extend lease up to the term of the initial lease period. During the extended lease, the Customer may cancel, without cause or penalty, upon 60 days written notice to the Contractor.
 - d. The Customer will not pay installation or removal charges. Any such charges are included in the unit pricing. It is the sole responsibility of the Contractor to install and remove the equipment from the premises. Equipment must be removed within fourteen (14) calendar days. The Customer will not be responsible for any damages after this time period.

L. RENTAL OPTION:

In addition to all leasing terms and conditions in this contract, a Rental option is available.

Rentals may consist of initial new placement orders or renewal orders of units initially installed under this contract.

Terms apply only to equipment acquired under the Rental price schedule. The rental price schedule is for any period up to 36 month term.

M. RENTAL TERMINATION/CANCELLATION:

The rental agreement can be cancelled, without penalty, with 30 days written notice.

Any part of the rental may be cancelled for cause under any of the following circumstances:

- a. The Contractor fails to make delivery of goods or services as specified in this Contract.
- b. The Contractor fails to perform any of the provisions of this Contract
- c. Equipment fails to perform as represented by the Contractor.
- d. The loss of continued appropriation of funds. If funding is not appropriated for any payments under the Contract, the Customer shall notify the Contractor in writing and the payment obligations under the Contract shall terminate and the equipment returned to the Contractor as of the date that the funding expires. The Contractor shall remove the equipment at no additional charge.

If cancellation should occur, the Contractor shall refund, in full, any unused portion of the prepaid Rental payment

The CPA encourages customers not to misuse and/or abuse the 30 day cancellation. The CPA will make the sole determination of misuse and/or abuse.

The customer will provide the Contractor a 30 day written notice that the equipment will not be renewed.

N. CONVERTING RENTAL TO LEASE:

Customers may coordinate with the Contractor to convert the rental equipment installed under this contract to a 36, 48 or 60 month lease at any time. If the lease option is exercised all lease pricing and terms will apply for the term selected: 36, 48 or 60 months.

O. EQUIPMENT REMOVAL:

After notification by Customer of cancellation, it is the Contractor's sole responsibility to properly prepare the equipment for removal and shipment from the Customer's location in accordance with the contract.

The final removal shall be coordinated with the Customer and completed within the 30 or 60 day cancellation period.

P. ENVIRONMENTALL SENSITIVE PRODUCTS:

All copiers are ENERGY STAR compliant and UL Certified.

SECTION 2 - FINANCIAL MATTERS

A. PURCHASE ORDERS, INVOICES AND ACCEPTANCE:

Only purchase orders issued through TxSmartBuy are eligible for Contract pricing.

B. INVOICES:

The Contractor shall mail, fax or e-mail invoices to the Customer upon mutual agreement.

Invoices shall contain the following information:

- o Purchase order number
- o Model and serial number
- o "From and to" billing period
- o Meter reading for the referenced billing period

C. PAYMENT:

Payment for leased equipment will be processed upon the satisfactory completion of delivery, installation, training and acceptance. Payment terms of each lease shall be monthly only. Payment will be made in arrears in accordance with Texas Government Code Title 10, Chapter 2251, 1 TAC 114.15.

Customers shall make payments to the Contractor in accordance with the laws and rules applicable to the Customer.

CANON REMIT-TO ADDRESS

Customers will make payments to Canon at the following:

PAYEE INFORMATION
C/O CANON FINANCIAL SERVICES
14904 COLLECTIONS CENTER DR
CHICAGO IL 60693

D. INSPECTION AND ACCEPTANCE:

The CPA reserves the right to inspect or test any equipment, supplies or services that have been offered through this Contract. The Customer may require repair or replacement of nonconforming equipment/supplies at no cost. If repair, replacement, or re-performance will not correct the defects or is not possible, the CPA and the Customer may seek an equitable agreement with the Contractor to alleviate the situation, including replacement of defective equipment, price reduction or adequate consideration for acceptance of nonconforming equipment or supplies. In any circumstance, such mutually accepted agreements shall be in writing.

Section 3 - SERVICE REQUIREMENTS:

A. CONTRACTOR RESPONSIBILITIES:

Contractors shall provide both remedial and preventive maintenance/service for all units offered under the Contract. The cost of this maintenance/service is included in the quoted monthly maintenance prices.

At a minimum, such service is to include the following:

1. On-call remedial service, including replacement of all unserviceable parts.
2. Preventive service based upon the manufacturer's recommended schedule and the manufacturer's specific preventive service requirements for the individual unit, including lubrication, necessary equipment adjustments and replacement of all unserviceable parts.
3. Repair or replacement of all broken or defective parts not caused by accident, neglect, misuse, or abuse and all necessary machine adjustments occasioned by such defective or broken parts. The Contractor must promptly repair or replace on a one for one basis without additional cost to the Customer. The Contractor is responsible for pick up and/or delivery of units that require off-site service. In addition, if the required service can not be completed within 48 hours, the Contractor is required to loan the Customer a comparable unit upon request, at no cost to the Customer. The Customer may request down time credit for the period the equipment is inoperable.
4. Service response for on-site service repair calls shall not exceed four (4) hours in urban areas and eight (8) hours in rural or remote areas. Service is to be performed during normal working hours, 8:00 A.M. to 5:00 P.M., Monday through Friday. Fully trained and qualified technicians shall perform all service and shall be prepared to initiate repairs within the required response time.
5. All parts are included in the Contractor's service coverage. These items are parts and not considered consumable supplies.

These include but are not limited to:

- a. Drums
- b. Photoreceptors
- c. Master Units
- d. Wiper Blades
- e. Lamps
- f. Rollers
- g. Webs

h. Etc.

The contractor must have on hand an adequate supply of repair parts, which enables the Contractor to fulfill service requirements as required and be carried in stock within the state of Texas.

B. RISK OF LOSS OR DAMAGE:

The risk of loss or damage remains with the Contractor. The Customer shall be relieved from risks of loss or damage to all equipment leased or rented during the period of transportation, installation, and during the entire term the equipment is in the possession of the customer, except when loss or damage is due to fault or negligence of the Customer. The CPA will make the sole determination if exception is granted.

C. MISCELLANEOUS REQUIREMENTS:

1. Manuals containing operating and service instructions for the equipment shall be delivered with each unit. The manual(s) should be as detailed as possible outlining all operating instructions for each unit delivered. Necessary warnings and safety precautions shall also be included.
2. Engineering Change: When a manufacturer of the equipment on Contract releases engineering changes at no cost to the general trade that improves the performance of the equipment bid, and while the equipment is still under lease or rental, the Contractor must make the improvements to the equipment unless the Customer declines the improvements. Contractor must maintain and install equipment to include all released engineering changes at a current level at no increase in cost to the state. All safety enhancements must be installed per manufacturer's specifications without option.
3. Substitution of Equipment: Alterations in product manufacturing fabrication or delivery of substitute models requires written approval of CPA. Proposed substitute equipment must meet or exceed specifications/requirements.

Section 4 - EQUIPMENT REQUIREMENTS AND CATEGORIES

A. EQUIPMENT PERFORMANCE AND STANDARD BASIC REQUIREMENTS:

All photocopiers shall meet the following basic requirements as well as any applicable requirements stated in the Color Copier categories.

1. Initial machine warm up time: 10 minutes or less.
2. Maximum first copy speed: 10 seconds or less
3. Units are designed, engineered and marketed as capable of routinely producing photocopies throughout the applicable volume range.
4. Units are equipped with the standard number of paper trays and other accessories as normally supplied in the industry as well as any additional supplemental equipment, or accessories as required in order for the unit to meet the technical and functional requirements.
5. All equipment is Energy Star Compliant.
6. All equipment in all categories include reduction and enlargement.
7. Duplexing is to occur without operator interventions.
8. Finisher is capable of finishing unlimited sets up to the dialing capacity of the quantity selector - without reprogramming or reinitiating the task. Excludes adding paper and removing finished sets.
9. All equipment including sorter/stapler finisher have the capability to staple 30 to 50 sheets for listed ranges.
10. All digital equipment, when using an automatic document feeder (ADF), maintains a minimum of 90% rated speed of the equipment. This refers to the scan once, print many technology.

B. CATEGORIES AND BUNDLES:

Equipment is available in Low, Medium and High Ranges of copy speed and copies per month with Accessories as listed below.

DETAILED DIGITAL COPIER RANGES AND CONFIGURATIONS - NEW EQUIPMENT ONLY

LOW RANGE COPIERS

COPIES PER MINUTE COPIES PER MONTH

LOW RANGE I:	25 TO 30	3,000 TO 10,000	
LOW RANGE II:	31 TO 40	8,000 TO 20,000	
LOW RANGE III:	41 TO 50	12,000 TO 25,000	
LOW RANGE IV:	UP TO 30	5,000 TO 10,000 BLACK & WHITE	
LOW RANGE IV:	UP TO 30	1,850 TO	4,200 COLOR

LOW RANGE I

- Base Unit - Table Top
- Duplexing
- Reduction and enlargement
- Minimum paper capacity - 250 sheets excluding by-pass tray
- Minimum of two (2) paper trays - letter and/or legal

LOW RANGE II

- Base Unit
- Stand
- Automatic Duplexing
- Reduction and enlargement
- Offset Shift Tray or Sorter
- Reversing Automatic Document Feeder
- Standard 250 sheet paper drawer, excluding by-pass tray
- Minimum of two (2) paper trays. Letter and/or legal

LOW RANGE III

- Base Unit
- Stand
- Automatic Duplexing
- Reduction and enlargement
- Offset Shift Tray/Sorter/Stapler
- Reversing Automatic Document Feeder
- Minimum paper capacity -250 sheets excluding by-pass tray.
- Minimum of two (2) paper trays. Letter and/or legal

LOW RANGE IV

- Business Color/Office Color/Color Enabled
- Stand
- Reduction and Enlargement
- Transparency Capability
- Automatic Duplexing
- Digital Edit Capability
- Reversing Automatic Document Feeder
- Finisher/10 bin Sorter/Stapler
- Standard Paper Drawers, excluding by-pass tray
- Minimum paper tray capacity 2000 sheets

MID RANGE COPIERS**COPIES PER MINUTE COPIES PER MONTH**

MID RANGE I:	51 TO 60	20,000 TO 50,000
MID RANGE II:	61 TO 70	30,000 TO 60,000
MID RANGE III:	71 TO 80	40,000 TO 80,000
MID RANGE IV:	40 TO 50	10,000 TO 30,000 BLACK AND WHITE
MID RANGE IV:	40 TO 50	4,100 TO 8,000 COLOR

MID RANGE I:

- Base Unit
- Stand
- Electronic Document Handler
- Auto Duplexing
- Reduction and Enlargement
- 2700 Sheet Drawer and Finisher
- Offset Shift Tray/Sorter
- Reverse Automatic Document Feeder

MID RANGE II:

- Base Unit
- Stand
- Reverse Automatic Document Feeder
- Auto Duplexing Unit
- Multi Position Finisher/Sorter and Stapler
- 256 MB Memory
- 40 GB Hard Drive
- Four (4) User Adjustable Paper Trays to Accommodate an Additional 2000 Sheets of Paper - Assorted Sizes
- 3,500 Sheet to 4,000 Sheet Large Capacity Paper Tray

MID RANGE III:

- Base Unit
- Stand
- Reverse Automatic Document Feeder
- Automatic Duplexing

- 256 MB Memory
- 40 GB Hard Drive
- 100 Sheet Bypass
- Four (4) User Adjustable Paper Trays to Accommodate an Additional 2000 Sheets of Paper - Assorted Sizes
- 3,500 to 4000 Sheet Large Capacity Paper Tray
- Multiposition Stapling Finisher

MID RANGE IV:

- Black & White and Color
- Stand
- User Adjustable Paper Trays to accommodate 3,000 Sheets of Paper of assorted sizes
- 3,000 Sheet Large Capacity Paper Tray
- 1024 MB Hard Drive
- 60 GB Hard Drive
- Automatic Duplexing Unit
- Automatic Document Feeder

HIGH RANGE COPIERS - COLOR AND BLACK & WHITE

COPIES PER MINUTE COPIES PER MONTH

HIGH RANGE I:	81 TO	85	50,000 TO 110,000
HIGH RANGE II:	86 TO 100	70,000 TO 150,000	
HIGH RANGE III:	100 PLUS	105,000 TO 300,000	

HIGH RANGE I:

- High Capacity Stacker
- High Volume Finisher
- High Volume Folder/Inserter
- 100 Sheet Document Feeder
- 2 Additional Trays 1,500 Sheets Each
- 2 Additional Trays 500 Sheets Each
- 50 Sheet Bypass Tray
- Auto Tray Switching
- Auto Paper Select
- At Least 256MB Memory

HIGH RANGE II:

- Auto Reduction/ Enlargement
- Automatic 2-sided, Collation
- Auto Paper Select
- High Volume Folder/Inserter
- At Least 500MB Memory
- 100 Sheet User Adjustable Bypass Tray
- High Volume Finisher
- 2 Additional Trays 1,500 Sheets Each
- 2 Additional Trays 500 Sheets Each
- 100 Sheet Automatic Document Feeder

HIGH RANGE III

- 100 Sheet Automatic Document Feeder
- 2 Additional Trays 1,500 Sheets Each
- 2 Additional Trays 500 Sheets Each
- 100 Sheet User Adjustable Bypass Tray
- High Volume Finisher
- Automatic 2-Sided, Collation and Reduction/ Enlargement
- Auto Paper Select
- High Volume Folder/Inserter
- At Least 768MB Memory

Required Plug-ins

[Adobe Reader , MS Excel Viewer]